

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

THIS SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into this _____ day of June, 2011, by and between THE VILLAGES CHARTER SCHOOL, INC. (hereinafter referred to as "Charter School"), the BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, (hereinafter referred to as "BOCC"), and the SUMTER COUNTY SHERIFF'S OFFICE, (hereinafter referred to as "Sheriff"). The Charter School, BOCC and Sheriff may collectively be referred to as the "Parties" from time to time in this Agreement.

WITNESSETH:

WHEREAS, the existing School Resource Officer Program Agreement is scheduled to expire on June 30, 2011; and,

WHEREAS, the Charter School and Sheriff recognize the potential outstanding benefits associated with School Resource Officers to the citizens of Sumter County, Florida, and particularly to the students of the charter school system in Sumter County, Florida; and,

WHEREAS, the Charter School and Sheriff desire to provide law enforcement services to the Charter School, Florida, beginning July 1, 2011, and ending on June 30, 2015; and,

WHEREAS, the Charter School acknowledges that its funding obligations for the School Resource Officer services contemplated herein serve as a reimbursement to the BOCC for costs associated with the BOCC's funding of Sheriff's operations; and,

WHEREAS, it is in the best interests of the Charter School, the Sheriff and the citizens of Sumter County to establish School Resource Officer.

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

1. **Recitals.** Each of the Whereas clauses and Recitals set forth above are true and accurate in all material respects, and are adopted and incorporated herein, *in haec verba*;

2. **Rights and Duties of Sheriff.** The Sheriff shall assign Deputies to provide School Resource services. The Deputy(ies) Sheriff assigned the duties of School Resource Officer (hereinafter referred to as "SRO") and services contemplated by this Agreement shall be referred to as SRO Services. The attire for the SRO shall be their full Sumter County Sheriff's Office uniform at all times in the performance of the duties contemplated by this Agreement. Any Reassignment, Resignation, Dismissal or Long-Term Absence of SRO shall require the Sheriff to provide a temporary replacement for any such SRO within twenty (20) school days of receiving notice of such absence, dismissal, resignation or reassignment. Sheriff shall assign a new appointment for the SRO vacancy as soon as practicable.

a. SRO Services:

i. Number of SRO.

1. Sheriff shall assign one regularly employed Deputy Sheriff to serve the grouping of the Charter School (elementary, middle, and high school).

ii. Regular Duty Hours of SRO.

1. Each SRO shall be assigned to work eight (8) hours per day during each of the 180 days of the regular school session. The SRO may be temporarily reassigned by the Sheriff during school holidays and vacations, or during the period of a law enforcement emergency.

iii. SRO Instructional Responsibilities:

1. Instructional responsibility for SRO at the High School:

a. SRO shall act as an instructor for specialized, short-term programs when invited to do so by the principal.

2. Instructional responsibility for SRO at the Middle School:

a. SRO shall act as an instructor for specialized, short-term programs when invited to do so by the principal.

b. Whenever practical, the SRO shall conduct Law Related Education classes, to be coordinated through the principal.

3. Instructional responsibility for the SRO at the elementary schools:

a. SRO shall act as an instructor for specialized, short-term programs when invited to do so by the principal.

b. SRO shall develop and present instructional programs for the various grade levels of the elementary schools. These programs shall focus on safety, citizenship, obeying laws, and other topics related to law enforcement.

4. Beyond specific campus locations:

- a. SRO shall coordinate all activities with the principal and faculty and will seek advice and guidance prior to enacting any programs within the schools.
- b. SRO shall develop expertise in various subjects for students. Such subjects shall focus on the basic understanding of laws and the role of law enforcement.
- c. SRO shall encourage individual and small group discussions with students, based upon material presented in class, to further establish a rapport with the students.
- d. SRO shall attend parent/faculty meetings to solicit support and understanding of the SRO program when requested by the principal.
- e. SRO shall be available for conferences 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 shall not be disclosed except as provided by law or court order.
- f. SRO shall become familiar with all community agencies which offer assistance to youth and their families, such as mental health clinics, drug treatment centers, etc. SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to the students, faculty and staff of the school.
- g. SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations such as student unrest and/or natural disaster.
- h. 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. SRO shall adhere to Charter School Policy and all legal requirements should it become necessary to conduct formal law enforcement interviews with students.
- j. SRO shall take any and all law enforcement action as they may deem to be necessary. As soon as the SRO is able, SRO shall make the principal of the school aware of such action. At

the principal's request, SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and/or related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, SRO shall advise the principal before requesting additional law enforcement assistance on campus if able to do so.

- k. SRO shall give assistance to other law enforcement officers in matters regarding this Agreement.
- l. SRO shall, whenever possible, participate in and/or attend school functions during school hours.
- m. SRO may be assigned investigations related to runaways, the grand theft of bicycles, or any crime, provided such investigation relate to the students within the schools of Sumter County.
- n. SRO shall not act as a school disciplinarian, as disciplining students is a Charter School responsibility.
- o. SRO shall notify the principal when SRO cannot be present for regular duty.

iv. Appointment as SRO.

- 1. Sheriff shall select SRO based on the following evaluation criteria:
 - a. Each SRO shall be a State Certified Law Enforcement Officer.
 - b. Each SRO shall 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. Each SRO shall have the ability to reflect positively on the entire law enforcement community. A goal of each SRO shall be to foster a positive image of law enforcement officers among young people; therefore, the personality, grooming, and communication skills of each SRO are paramount. Each SRO shall have a genuine desire to want to work with the faculty and students at the school assigned.
 - d. Each SRO shall have the ability to provide quality education services in the area of law enforcement. The educational background,

experience, interest level and communication skills of each SRO must be of a high caliber for maximum effectiveness and accuracy while acting as a resource teaching professional.

- e. Each SRO shall have the desire and ability to work cooperatively with the principal and faculty at the school assigned.

3. **Rights and Duties of the Charter School.**

- a. Charter School shall, to the extent possible, provide the SRO:
 - i. Access to an air-conditioned and properly lighted private office, which office shall contain a telephone to be used for general business purposes.
 - ii. A location for files and records, which can be properly locked and secured.
 - iii. A desk with drawers, a chair, worktable, filing cabinet, and office supplies.
 - iv. Access to a computer/printer, internet service and/or secretarial assistance.
- b. Charter School shall have the right to remove a SRO and request a replacement from Sheriff. The exercise of this right shall only occur after a recommendation from the Principal to the Director of Education and has been made, and a mediated solution does not occur between the Director of Education and the Sheriff within a reasonable time.
- c. Charter School shall remit payment to BOCC for the costs associated with the funding of the SRO in December and April of each fiscal year.

4. **Rights and Duties of the BOCC.** BOCC shall invoice Charter School, in consideration of the SRO Services contemplated by this Agreement, in the amount of 50% of the SRO Services total, calculated by taking the average salary and benefits for all Deputy Sheriffs in and for Sumter County (not specifically limited to SRO), and multiplied by the number of SRO utilized in this agreement.

5. **Termination of the Agreement.** Any of the Parties, upon at least thirty (30) days written notice to each other Party, may terminate this Agreement. In the event this Agreement is terminated prior to its expiration, compensation shall be made to BOCC for all services performed up to and including the date of termination. Charter School shall be entitled to a prorated refund for that period of time when SRO services are not provided pursuant to this Agreement.

6. **Miscellaneous.** It is acknowledged and agreed by the Parties that the SRO shall remain employees of Sheriff, and shall not be considered employees of Charter School or BOCC. It is further acknowledged and agreed that the SRO are under the direct supervision of Sheriff, and shall remain responsive to the chain of command of Sheriff.

7. **Modification.** This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the Parties to be charged.
8. **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 Charter School, Sheriff, and BOCC is obtained.

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

Signed, Sealed and Delivered
in the Presence of:

The Villages Charter School, Inc.

By: _____
Gary Lester, Chair
Date: _____

The Sumter County Sheriff's Office

By: _____
William O. Farmer, Jr.
Sheriff
Date: _____

The Board of County Commissioners
of Sumter County, FL

By: _____
Don Burgess
Chairman
Date: _____