

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** School Resource Officer (SRO) Program Agreement between the Sumter County School Board, Sumter County Sheriff's Office and Board of County Commissioners

**REQUESTED ACTION:** Staff recommends approval

Work Session (Report Only)      **DATE OF MEETING:** 6/14/11  
 Regular Meeting                       Special Meeting

**CONTRACT:**  N/A    Vendor/Entity: Sheriff's Office/ School Board/Board of County Commissioners

Effective Date: July 1, 2011    Termination Date: June 30, 2015  
 Managing Division / Dept: County Administration

**BUDGET IMPACT:** 50% of salary  
 Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

**HISTORY/FACTS/ISSUES:**

The Sumter County Sheriff's Office and the School Board of Sumter County, entered into an agreement establishing a School Resource Officer Program on or about October 1, 2007. The contract was amended on or about December 23, 2008 to extend the agreement and to incorporate the Board of County Commissioners into the agreement.

The existing School Resource Officer Program agreement and the Mutual Understanding agreement for School Truancy Deputies are scheduled to expire on June 30, 2011. The School Board and the Sheriff recognize the potential outstanding benefits associated with School Resource Officers to the citizens of Sumter County and particularly to the students of the public school system.

The Sheriff will assign one regularly employed Deputy as an SRO to each of the following Schools: South Sumter High School, Wildwood Middle/High School, and South Sumter Middle School. The SRO shall be assigned to work eight (8) hours per day during each of the 180 days of 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.

The BOCC shall invoice the School Board 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 multiplied by the number of SRO's utilized in this agreement. The School Board will remit payment to the BOCC for the costs associated with this agreement in two (2) equal payments, payable in December and April of each fiscal year.

| School Resource Officer Salaries |                     |             |             |             |
|----------------------------------|---------------------|-------------|-------------|-------------|
|                                  | Projected Increases |             |             |             |
|                                  | 0.00%               | 2.00%       | 2.50%       | 3.29%       |
| Average Salary – 1 full time     | \$64,568.93         | \$65,607.25 | \$65,866.83 | \$66,276.97 |
| Average Salary – 1 part time     | \$32,284.47         | \$32,803.63 | \$32,933.42 | \$33,138.49 |

**SCHOOL RESOURCE OFFICER PROGRAM  
AGREEMENT BETWEEN THE SCHOOL BOARD  
OF SUMTER COUNTY, FLORIDA, 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 SCHOOL BOARD OF SUMTER COUNTY, FLORIDA, (hereinafter referred to as "School Board"), 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 School Board, BOCC and Sheriff may collectively be referred to as the "Parties" from time to time in this Agreement.

**WITNESSETH:**

**WHEREAS**, the Sumter County Sheriff's Office and the School Board of Sumter County, Florida, entered into an Agreement establishing a School Resource Officer Program on or about October 1, 2007, said contract being amended on or about December 23, 2008, to extend the Agreement and to incorporate the Board of County Commissioners of Sumter County, Florida into the Agreement; and,

**WHEREAS**, the existing School Resource Officer Program Agreement and the Mutual Understanding Agreement for School Truancy Deputies are scheduled to expire on June 30, 2011; and,

**WHEREAS**, the School Board 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 public school system of Sumter County, Florida; and,

**WHEREAS**, the School Board and Sheriff desire to provide law enforcement related services to the public schools of Sumter County, Florida, beginning July 1, 2011, and ending on June 30, 2015; and,

**WHEREAS**, the School Board 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 School Board, the Sheriff and the citizens of Sumter County to establish School Resource Officers and no longer provide Truancy Officers.

**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 “SROs”) and services contemplated by this Agreement shall be referred to as SRO Services. The attire for the SROs 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 SROs: Three (3).
      1. Sheriff shall assign one regularly employed Deputy Sheriff as an SRO to each of the following schools:
        - a. South Sumter High School, Wildwood Middle/High School, and South Sumter Middle School
    - ii. Regular Duty Hours of SROs.
      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 SROs at South Sumter High School and Wildwood Middle/High School:
        - a. SRO shall act as an instructor for specialized, short-term programs when invited to do so by the principal or a member of the faculty.
      2. Instructional responsibility for SROs at South Sumter Middle School:
        - a. SRO shall act as an instructor for specialized, short-term programs when invited to do so by the principal or a member of the faculty.
        - b. Whenever practical, the SRO shall conduct Law Related Education classes, to be coordinated through the principal.
      3. Additional SRO Services applicable to all SROs:

- a. SROs shall coordinate all activities with the principal and faculty and will seek advice and guidance prior to enacting any programs within the schools.
- b. SROs 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. SROs shall encourage individual and small group discussions with students, based upon material presented in class, to further establish a rapport with the students.
- d. SROs shall attend parent/faculty meetings to solicit support and understanding of the SRO program when requested by the principal.
- e. SROs 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. SROs 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. SROs 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. SROs shall become familiar with accepted crime prevention techniques and shall make recommendations to the principal of steps to reduce the opportunity for crime.
- i. SROs shall adhere to School Board Policy and all legal requirements should it become necessary to conduct formal law enforcement interviews with students.
- j. SROs 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. SROs shall give assistance to other law enforcement officers in matters regarding this Agreement.
- l. SROs shall, whenever possible, participate in and/or attend school functions during school hours.
- m. SROs 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. SROs shall not act as a school disciplinarian, as disciplining students is a School Board responsibility.
- o. SROs shall notify the principal when SRO cannot be present for regular duty.

iv. Appointment as SRO.

- 1. Sheriff shall select SROs 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 School Board.**

- a. School Board shall, to the extent possible, provide the SROs:
  - 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. School Board 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 Superintendent of Schools has been made, and a mediated solution does not occur between the Superintendent of Schools and the Sheriff within a reasonable time.
- c. School Board shall remit payment to BOCC for the costs associated with the funding of the Sheriff's SROs in December and April of each fiscal year.

4. **Rights and Duties of the BOCC.** BOCC shall invoice School Board, 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 SROs), multiplied by the number of SROs utilized in this agreement. School Board agrees to remit payment to BOCC for the costs associated with this Agreement, in two (2) equal payments, payable in December and April of each fiscal year.

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. School Board 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 SROs shall remain employees of Sheriff, and shall not be considered employees of School Board

or BOCC. It is further acknowledged and agreed that the SROs 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 School Board, 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 School Board of Sumter County, Florida

\_\_\_\_\_

By: \_\_\_\_\_

Richard A. Shirley  
Superintendent of School  
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: \_\_\_\_\_