

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

This School Safety Program Agreement (“Agreement”) is made and entered into this _____ day of _____, 2023, by and between The Villages Charter School, Inc. (“Charter School”), the Sumter County Sheriff’s Office (“Sheriff”), and the Board of County Commissioners of Sumter County (“BOCC”), Florida.

WHEREAS, any prior agreements between the above parties regarding School Resource Officers (“SROs”) are null and void upon the effective date of this Agreement, and

WHEREAS, Marjory Stoneman Douglas High School Public Safety Act (“Act”) increases the need for greater vigilance in the providing of school safety, and

WHEREAS, the Act requires the State of Florida to provide non-recurring and recurring funds to the Florida Department of Education to include but not limited to the funding of SROs provided by the Sheriff, and

NOW, THEREFORE, the parties for good and valuable consideration, and in consideration of the obligations of the parties set forth herein, and the parties intending to be legally bound by the terms of this Agreement, stipulate and agree as follows:

1. Recitals. Each of the Whereas clauses and Recitals set forth above is true and accurate in all material aspects, and are adopted and incorporated herein.
2. Rights and Duties of Sheriff. The Sheriff shall assign Deputies to provide School Resource Officer services at the locations set by the Charter School depicted in Exhibit “A.” The assigned duties of SROs and services contemplated in the Act and approved by Sheriff 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 an SRO shall require the Sheriff to provide a temporary replacement of any such SRO until a replacement SRO is hired, trained, and certified as an SRO. The Sheriff, with coordination with the Charter School, will schedule and deliver training to Charter School designated personnel to act as School Safety Officers and Guardians.
3. Sheriff shall provide the SRO Services pursuant to this Agreement to meet the requirements of the Act as follows:

- a. An allotment of 12,000 hours of SRO time is assigned to this Agreement.
 - i. The Charter School sets the number and regular duty hours of SROs for the locations noted in Exhibit "A."
- b. SRO Responsibilities.
 - i. SROs shall assist the Charter School in exercises, drills, school safety planning, training, crime prevention, threat assessment teams, referrals to other agencies, law enforcement interviews with students according to school policies, and the duties of a Deputy Sheriff.
- c. Appointment as SRO.
 - i. The Sheriff shall select SROs based on the Act to include but not limited to:
 - 1. Each SRO shall be a State Certified Law Enforcement Officer and meet any other training certifications required for this position by the ACT.
 - 2. 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.
 - 3. 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 as well as genuine care for their safety.
 - 4. Each SRO shall have the ability to provide instruction with a communication skill for maximum effectiveness and accuracy.
 - 5. Each SRO will communicate by radio to the Sheriff's Office law enforcement dispatch, that they arrived at the location assigned in Exhibit "A" and when they depart, for purposes of

tracking the hours of service for billing as noted in Section 5 of this Agreement.

4. Charter School Responsibilities

- a. The Charter School shall set the hours of service for each SRO per location listed in Exhibit "A" to comply with the ACT.
- b. The Charter School 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 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 and internet service.
- c. The Charter School shall have the right to remove an SRO, and Sheriff shall provide a replacement in accordance with Section 2 of this Agreement.
- d. The Charter School shall remit monthly payments to BOCC for the costs associated with this Agreement within thirty (30) days of receipt of the BOCC invoice.
- e. In compliance with Section 1006.13(4) Florida Statutes and the School Environmental Incident Report (SESIR), any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the Director of Education, or designee, who shall report the acts to the SRO and the Charter School's Safety Specialist.
- f. If requested by the Director of Education, or designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety. Upon conclusion of the investigation, the SRO shall report the findings of the investigation to the Charter School's Safety Specialist to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SROs concerning appropriate delinquent acts and crimes.

5. BOCC responsibilities.

- a. BOCC shall invoice Charter School within fifteen (15) days only for the hours used in the prior month at the rate of \$38.37 per hour for the allotment of 12,000 hours from October 1, 2023, through September 30, 2024. Any hours used beyond the allotment for each year of this Agreement shall be billed at a rate of \$76.74 per hour.
- b. The SRO position of Sergeant is funded fully by the BOCC; and therefore, exclusive of the hours allotted to the Charter School and not billable to the Charter School. The Sergeant provides oversight of the SROs and acts as the Sheriff's liaison with the Charter School for the SRO services provided under this Agreement.

6. Termination of the Agreement. Any of the Parties, upon at least sixty (60) days written notice to each other party, may terminate this Agreement, provided no such termination causes a party to violate the Act or the reimbursement to the BOCC for such provision of services by the Sheriff under the Act.

7. Miscellaneous. The Parties acknowledge and agree that the SROs shall remain employees of the Sheriff and are not employees of the School Board or BOCC. The Parties further acknowledge and agree that the SROs are under the direct supervision of the Sheriff and remain responsive to the chain of command of the Sheriff.

8. 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.

9. 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.

10. Florida Public Records Law. All Parties, at all times, shall comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules, and regulations of the State of Florida. **IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Administrative.Services@sumtercountyfl.gov.**

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

Signed, Sealed and Delivered The Villages Charter School, Inc.
In the Presence of:

_____ By: _____

Gary Lester, Chair

Date: _____

The Sumter County Sheriff's Office

_____ By: _____

William O. Farmer, Jr., Sheriff

Date: _____

Sumter County of County Commissioners

_____ By: _____

Deputy Clerk

Craig A. Estep, Chairman

Date: _____

Exhibit "A"

Locations for SRO support for the Charter School:

Buffalo Ridge Campus

The Villages Charter Elementary School Primary Center

The Villages Charter Elementary School Intermediate Center

The Villages Charter Elementary School 4th & 5th Grade Center

The Villages Charter Middle School

Middleton Campus (Central Parkway)

The Villages Charter School Elementary and Middle

The Villages High School