

**Agreement Between  
The XYZ County School System  
And  
The XYZ County Sheriff's Office  
For  
The School Resource Officer Program**

This agreement between the XYZ County School System (hereinafter referred to as "School Board") and the XYZ County Sheriff's Office (hereinafter referred to as "Sheriff"):

**WITNESSETH:**

**Whereas**, the School Board and the Sheriff desire to continue providing law enforcement and related services to the public schools of XYZ County which will endeavor to help maintain a safer school environment; and

**Whereas**, the School Resource Officer program has met with exceptional success in XYZ County, other areas of Tennessee, and around the United States; and

**Whereas**, the School Board and the Sheriff recognize the benefits of the School Resource Officer Program, in particular to the students and staff of the public school system of XYZ County, Tennessee; and

**Whereas**, it is in the best interest of the School Board, Sheriff's Office, and the citizens and students of XYZ County to maintain this program.

**Now, therefore**, in consideration of the mutual promises and covenants herein contained, the School Board and the Sheriff hereby agree as follows:

**ARTICLE I**

The SRO program will be established during the 2013-2014 school year.

**ARTICLE II**

**Rights and Duties of the Sheriff.** The Sheriff shall provide Deputies to the School Resource Officer Program (hereinafter referred to as SRO Program and/or SRO's as follows:

**A. Number of School Resource Officers (SRO's)**

1. The Sheriff shall assign one regularly employed deputy sheriff (SRO) to each of the following schools:

**(Listing of all applicable schools)**

2. The Sheriff shall assign supervisors as needed to oversee the deputy

sheriffs assigned above and to perform scheduled or unscheduled visits to high schools and will work with the XYZ County School Administration in coordinating and developing the program.

3. The Sheriff is responsible to ensure the understanding and compliance of this agreement between the SRO's and their supervisors.

#### **B. Duties and Responsibilities of School Resource Officers.**

1. Each SRO shall be assigned to a school on a full-time basis. During those hours that school is in regular session, the SRO may also be assigned additional responsibilities as determined by the Sheriff in the case of an emergency.
2. The school principal may request the SRO to assist in any additional duties that are mutually agreed upon by the principal and the SRO that do not violate the terms of this Agreement.
3. The SRO operates under the specific supervision of the Sheriff and under the general supervision of the school principal. When a situation arises regarding a matter, which is in the purview of law enforcement, the SRO will fall under the supervision of the Sheriff and will answer to the Sheriff's Office chain of command.
4. SRO Instructional Responsibility:
  - a.) The very heart of the SRO program is the SRO instructing students. This builds the initial rapport and credibility with the students and is necessary for a successful program.
  - b.) The SRO shall act as an instructor for specialized, short-term programs, or as a guest speaker when invited to do so by the principal or a member of the faculty. The SRO shall not be asked to act as a substitute teacher.
  - c.) Each SRO should teach a minimum of two (2) classes each week (this requirement may be waived in the event of scheduling conflicts, or extenuating circumstances).
  - d.) The instruction may include, but is not limited to:
    - 1.) Police and their role in society;
    - 2.) Laws
    - 3.) Juvenile and adult criminal justice system;
    - 4.) Career opportunities in law enforcement;
    - 5.) Drug prevention/education (e.g. DARE or similar programs);
    - 6.) Any other law related class that may be needed.
5. Additional Responsibilities of the SRO:

- a) The SRO shall coordinate all activities with the principal and staff members and will seek permission, advice, and guidance prior to enacting any program within the school.
- b) The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of various selected laws of the state, the role of police, and community policing.
- c) The SRO shall initiate and moderate individual and group discussion with students, based upon material presented in class to further establish rapport with the students.
- d) When requested and as scheduling allows, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program, as well as assist parents and faculty members in law enforcement related problems involving students.
- e) As scheduling allows, the SRO shall be available for conferences with students, parents, and faculty/staff members in order to assist them with problems of a law enforcement or crime-related nature. Confidential information obtained shall not be disclosed except as provided by the applicable State and/or Federal Law.
- f) The SRO shall become familiar with all community agencies, which offer assistance to children, 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 students, faculty, and staff the school and/or community. The SRO shall notify the principal of the referrals as soon as practicable.
- g) The SRO shall assist the principal in developing emergency plans and strategies to prevent and/or minimize dangerous situations such as hostage situations, armed person(s) on campus, student disturbances, and natural/man-made disasters.
- h) Should it become necessary to conduct formal interrogations with the students, the SRO shall adhere to the Sheriff's Office policy as well as the policy of the XYZ County School System. Legal requirements regarding all such interrogations shall be followed.
- i) The SRO shall take law enforcement action as required. As soon as practical, 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 appear at

the school and related school functions to the extent the SRO may do so under the authority of the law.

- j) The SRO shall give assistance to other law enforcement officers in matters regarding the SRO's school assignment.
- k) The SRO shall, whenever possible, participate in or attend school functions.
- l) The SRO may be assigned investigations relating to runaways, thefts, child abuse or neglect, or any crime. The SRO may be asked to conduct investigations at other schools, or assist other SRO's/police officers in law enforcement activities at different schools or other locations, when directed to do so by the Sheriff (for example, in an emergency situation).
- m) The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program and shall submit other reports of an instructional nature as required by the principal, school staff, and/or Sheriff.
- n) The SRO shall **NOT** act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes that an incident is a violation of the law, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate. SRO's are not to be used for regularly assigned lunchroom duties, bus duties, hall monitors, or other monitoring duties. SRO's are not to be used as routine crossing guards or for continuing vehicle traffic control. However, if there is a temporary problem, the SRO may assist the school until the problem is resolved.
- o) SRO's shall not be required to perform "game/event security" at their assigned school. Each SRO is, however, expected to attend school events whenever possible. In the event that extra security is necessary, other officers (for example: off duty SRO's from other schools; other law enforcement officers) should be contacted for those services. Should a situation arise, a SRO is expected to take whatever action is appropriate and necessary to maintain public safety.
- p) Each SRO is **required** to be involved in at least one extra-curricular activity during the school year. Activities could include but are not limited to coaching, ROTC, youth group, drug free club sponsorship, etc. Such activity should be coordinated with and approved by the principal of the school.

### **C. Rights and Duties of the School Board:**

1. The School Board shall make every effort to provide to the full-time SRO of each school the following materials and facilities which are necessary to the performance of the SRO's duties:
  - a) Access to an air-conditioned, heated, and properly lighted private office. This office should contain a telephone that may be used for general business purposes.
  - b) A location for files and records, which can be properly locked and secured.
  - c) A desk with drawers, a chair, a worktable (if available), a filing cabinet, and office supplies as needed.
  - d) Access to a typewriter and/or secretarial assistance. Access to a computer with Internet hook-up.
2. The School Board is responsible for ensuring the understanding and compliance of this agreement among the administrators and school principals.

### **ARTICLE III**

Financing of the School Resource Officer Program:

- A. The funding for the SRO Program will come from the Sumner County Sheriff's Office.

### **ARTICLE IV**

Employment status of School Resource Officers:

- A. School Resource Officers shall be employees of the XYZ County Sheriff's Office and shall not be employees of the XYZ County School System. The School Board and the Sheriff acknowledge that the SRO's shall remain responsive to the chain of command of the XYZ County Sheriff's Office.

### **ARTICLE V**

Appointment of School Resource Officers:

- A. The Sheriff or his designee shall identify individuals who are qualified and have expressed a desire to become a SRO. The SRO selection process shall consist of the following steps:
  1. A recommendation from the SRO interview panel (after an oral interview).

This panel consists of (but is not limited to) the following:

- a) The XYZ County Sheriff (or his designee);
  - b) A school principal;
  - c) The Director of XYZ County Schools (or his designee);
  - d) The SRO Program Commander;
  - e) The Director of School Safety for XYZ County Schools
2. Among the criteria for consideration by the SRO interview panel are job knowledge, experience, training, education, appearance, communication skills, and bearing.
  3. Upon completion of the testing/interview process listed above, each SRO applicant must pass a background investigation, a drug screen, a physical examination, and a psychological evaluation prior to being hired.
  4. Each SRO applicant must also meet the requirements for certification as law enforcement officer as stated in the Tennessee Code Annotated.
  5. The names of applicants receiving a favorable recommendation through the entire selection process shall be forwarded to the Sheriff, who shall appoint from the list of those recommended.
  6. Each SRO shall attend an orientation on policy and procedure of the XYZ County School System as well as school law. The date of the orientation will be scheduled so that all SRO's can attend.

## ARTICLE VI

Dismissal, replacement, or reassignment of School Resource Officers:

- A. In the event the principal of the school or someone in the capacity of supervisor to which an SRO is assigned is of the opinion that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO commander and he shall try to resolve the problem. If the SRO commander cannot get the problem resolved the principal shall then recommend to the Director of Schools that the SRO assignment be reviewed in the program at that school and shall state the reason for such recommendation in writing. Within seven (7) working days of receiving the recommendation in writing from the principal, the Director of Schools, (or his/her designees) shall meet with the SRO Supervisor to mediate or resolve any problems, which may exist. At such meeting, specified members of the staff at the school where the SRO is assigned may be required to be present. If, within the seven (7) working days mentioned above, the problem cannot be mediated or resolved or in the event that the Director of Schools and the Sheriff do not seek mediation, then the SRO shall be

removed from the program at the school and a replacement shall be obtained pursuant to Article V above.

- B. The Sheriff may dismiss or reassign a SRO based upon violations of Office rules and Regulations, violations of law, or when it is in the best interest of the Sheriff's Office and/or the citizens of XYZ County.
- C. In the event of a resignation, dismissal, or reassignment of a SRO, the Sheriff shall provide a replacement for the SRO as soon as practicable. As soon as possible, the SRO interview process shall begin and recommendation made for a permanent replacement of the SRO position.
- D. SRO's requesting a transfer to a new school should submit a request in writing at the end of the school year. Transfers shall be subject to approval of the Director of Schools and the Sheriff (or their designees).
- E. In the event a principal is found to be in violation of the terms and conditions of this Agreement, the Director of Schools, and the Sheriff may transfer or reassign the SRO without providing a replacement SRO.

## **ARTICLE VII**

### Termination of Agreement:

- A. This agreement shall become effective upon execution. This agreement is binding on each party's successors and assigns. This agreement may be terminated by either party upon ninety (90) 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 ninety (90) days written notice may terminate this agreement without cause. Termination of this agreement may be accomplished as provided herein. In the event this agreement is terminated, compensation will be made to the Sheriff's Office for all services performed up to the date of termination. Any equipment obtained for use by the XYZ County School Resource Officer Program, whether through grants, gifts, or regular operating budget, shall revert to the party that obtained the property. Disposal of such property shall follow the guidelines for disposal as provided in any related grant manual or under Tennessee Law. If the XYZ County Sheriff's Office should request to retain any equipment for use by their department, fair compensation will be made to the party(s) that obtained the property.

## **ARTICLE VIII**

### Notices:

- A. Any and all notices or other communications herein required or permitted shall

be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Director of Schools  
XYZ County Schools  
(Address)

Sheriff of Sumner County  
(Address)

**ARTICLE IX**

Good Faith:

- A. The School Board, the Sheriff, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Teamwork between all parties is paramount. Any unforeseen difficulties or questions will be resolved by negotiation between the Director of Schools and the Sheriff or their designees.

**ARTICLE X**

Modification:

- A. This document constitutes the full understanding of the parties and no terms, conditions, understanding, or agreements purporting to modify or vary the terms of this document shall be binding unless hereinafter made in writing and signed by all parties.

**ARTICLE XI**

Non-assignment:

- A. This agreement, and each and every covenant herein, shall be capable of assignment, unless the express written consent of the School Board and the Sheriff is obtained.

**ARTICLE XII**

Merger:

- A. This agreement constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.

**IN WITNESS WHEREOF**, we have affixed our signatures to this agreement, in XYZ County, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Director of Schools