

**AGREEMENT BETWEEN  
THE SCHOOL BOARD OF MARION COUNTY, FLORIDA  
AND  
WILLIAM "BILLY" WOODS, AS SHERIFF OF MARION COUNTY, FLORIDA  
AND  
BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA  
FOR  
THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT made and entered into this 11th day of June, 2019, by and between THE SCHOOL BOARD OF MARION COUNTY, FLORIDA, (hereinafter "SCHOOL BOARD"), and WILLIAM "BILLY" WOODS, AS SHERIFF OF MARION COUNTY, FLORIDA, (hereinafter "SHERIFF"), and the BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, (hereinafter "COUNTY").

**W I T N E S S E T H:**

1. The SCHOOL BOARD, the SHERIFF, and the COUNTY desire to provide law enforcement and related services to the public schools of Marion County and to provide for the protection and safety of school personnel, property, students, and visitors; and
2. A School Resource Officer Program has been proposed for the public school system within Marion County as hereinafter described; and
3. The SCHOOL BOARD, the SHERIFF, and the COUNTY recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of Marion County, Florida, and particularly to the students of the public schools within Marion County, Florida; and
4. It is in the best interests of the SCHOOL BOARD, the SHERIFF, the COUNTY, and the citizens of Marion County to establish this program;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the SCHOOL BOARD, the SHERIFF, and the COUNTY agree as follows:

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

A School Resource Officer Program is hereby established in the public school system with the SHERIFF within the fiscal year of 07/01/19 through 06/30/22, with School Resource Officer (hereinafter "SRO") assignments as outlined in Article II.

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

The SHERIFF shall provide a SRO as follows:

1. A. **Assignment of SROs.** SHERIFF shall assign one (1) regularly employed SRO to each of the following elementary schools:
  - a. Anthony Elementary School
  - b. Bellevieu Santos Elementary School
  - c. Dunnellon Elementary School
  - d. East Marion Elementary School
  - e. Emerald Shores Elementary School
  - f. Evergreen Elementary School
  - g. Fessenden Elementary School
  - h. Greenway Elementary School
  - i. Hammett Bowen Elementary School
  - j. Harbour View Elementary School
  - k. Legacy Elementary School
  - l. Maplewood Elementary School
  - m. Marion Oaks Elementary School
  - n. Ocala Springs Elementary School
  - o. Reddick-Collier Elementary School
  - p. Romeo Elementary School
  - q. Saddlewood Elementary School
  - r. Shady Hill Elementary School
  - s. Sparr Elementary School
  - t. Stanton Weirsdale Elementary School
  - u. Sunrise Elementary School
2. The SHERIFF shall assign one (1) SRO to each of the following middle and high schools:
  - a. Bellevieu Middle School
  - b. Dunnellon Middle School
  - c. Lake Weir Middle School
  - d. Liberty Middle School
  - e. North Marion Middle School
  - f. Horizon Academy
  - g. Fort McCoy School
  - h. Dunnellon High School
  - i. North Marion High School
3. The SHERIFF shall assign two (2) SROs to the following high schools:
  - a. Bellevieu High School
  - b. Forest High School
  - c. Lake Weir High School
4. In addition, there will also be one (1) additional SRO under this contract who will operate as

a rover between the different schools when coverage is needed.

**B. Regular Duty Hours of SRO.**

**1. Regular school year**

When school is in regular session, the SRO shall be assigned to his/her school on a full-time basis of eight (8) hours on those days and during those hours that the school is in regular session. The SROs shall coordinate with the Principal of the schools a mutually acceptable daily schedule not to exceed eight (8) hours per day.

If a school has a need or desire for a SRO to participate in or attend a school function that does not fall within the eight (8) hour workday schedule, the school principal, or his/her designee must coordinate for a special detail deputy through the Sheriff.

**2. Summer school**

The financing of the SRO program, as outlined in Article IV, is intended to reimburse the COUNTY and the SHERIFF for the provision of SROs during the regular school year.

The Sheriff has agreed to, and will provide, at no additional cost to the SCHOOL BOARD, eight (8) SROs to be placed at any of the schools listed in Article II, Section A, and Bellevue Elementary School, that provide Summer School instruction in core-curricula courses, as defined by § 1003.01 (14), Fla. Stat. (2018), provided that the core-curricula courses are required for elementary school promotion, middle school promotion, or high school graduation.

Because the number of students who will attend Summer School at each school is unknown, the SHERIFF and the SCHOOL BOARD will jointly determine the schools to which the SROs will be assigned during Summer School and prioritize the presence of SROs at schools that have the most students attending or where in the best interests of the security needs of the school district.

The SROs assigned to those schools must be present at their assigned school on those days and during those hours that Summer School instruction occurs. The SROs shall coordinate with the Principal of the schools a mutually acceptable daily schedule not to exceed eight (8) hours per day.

If there are less than eight (8) schools that provide Summer School instruction in core-curricula courses, then any deputies not assigned to those schools will be assigned to other duties as determined by the SHERIFF.

As a supplement to the eight (8) regularly assigned Summer School SROs, the SCHOOL BOARD may institute the use of guardians provided through the Coach Aaron Feis Guardian Program pursuant to § 1006.12, Fla. Stat. (2018), or contract for additional deputies through the SHERIFF'S Special Detail Program.

### **3. Reassignment and unavailability**

The SRO may be re-assigned by the SHERIFF during school holidays and vacations, for law enforcement training, or during the period of any law enforcement emergency or situation, as determined solely by the SHERIFF, which requires additional law enforcement presence to protect and serve the community. In the event of such re-assignment, a SRO rover shall be utilized to cover the school as contemplated under Article II(A) above. In the event the SRO should be unavailable for their eight (8) hour shift, the SHERIFF shall provide a rover deputy to be onsite to cover the shift. In the event of an unforeseen circumstance where a substitute is not immediately available, the SHERIFF, or his designee, will communicate with the school Principal and the Safe Schools Coordinator. If a SRO is not on-site as contemplated under Article II(A), payment adjustments will be made in following month.

### **C. Equipment of SRO.**

All equipment purchased by the SHERIFF for the SRO to perform his/her duties will become the property of the SHERIFF.

### **D. Duties of the SRO.**

1. The SRO may act as an instructor for specialized short-term programs at the school, when invited to do so by the principal.
2. The SRO shall coordinate all of his/her non-enforcement activities with the principal concerned and will seek permission, advice, and guidance before enacting any programs within the school.
3. The SRO shall develop expertise in presenting various subjects to students. Such subjects will include a basic understanding of the laws, the role of the SRO, and the law enforcement mission.
4. The SRO shall encourage individual and small group discussions with students, to further establish rapport with the students.
5. When requested by the principal, the SRO shall attend parent faculty meetings to solicit support and understanding of the program.
6. The SRO shall make himself/herself available upon invitation by principal, superintendent, or designee for conferences with students, parents, and faculty members to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained pursuant to Chapter 39, Fla. Stat. (2018) (proceedings relating to juveniles), will not be disclosed except as provided by law or court order.
7. 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 and notify the principal immediately upon the referral request.

8. The SRO shall assist the principal in coordination with the Safe Schools Office in developing plans and strategies to prevent or minimize dangerous situations which may result from student unrest.
9. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to SCHOOL BOARD policy, SHERIFF's policy, and legal requirements with regard to such interviews.
10. 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 may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the principal before requesting additional law enforcement assistance on campus, however, nothing contained herein will preclude the SRO from requesting additional law enforcement assistance on campus as the SRO deems necessary in the SRO's sole discretion.
11. The SRO shall assist other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary. The SRO shall, when it falls within his/her regular eight (8) hour workday, participate in or attend school functions.
12. The SRO may conduct investigations related to the students attending the school or the facility to which the SRO is assigned. The SRO may also perform such other and additional investigatory work as is deemed necessary from time to time by the SHERIFF.
13. The SRO shall maintain detailed, accurate records of his/her activities, the total hours each SRO worked and provide a written weekly report of same to the SHERIFF and the Superintendent's designee and the principal.
14. 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 determine whether law enforcement action is appropriate.
15. The SRO shall serve as a member of his/her assigned school's threat assessment team as contemplated under §§ 1006.13(2)(f) and 1006.07(7), Fla. Stat. (2018).
16. All SROs must attend up to a four (4) hour training put on by SCHOOL BOARD staff before the start of each school year under this Agreement. The SHERIFF and the SCHOOL BOARD staff will coordinate a date to hold the trainings each year.

ARTICLE III  
Rights and Duties of the SCHOOL BOARD

The SCHOOL BOARD shall provide to the full-time SRO 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 workspace, equipped with an internet connection and telephone, which may be used to carry out the duties of the SRO.
2. A location for files and records, which can be properly locked and secured.
3. A desk with drawers, a chair, work table, filing cabinet, and reasonable office supplies as available at the location.
4. Access to a computer.
5. Include the SRO as a member of the school's threat assessment team as contemplated under §§ 1006.13(2)(f) and 1006.07(7), Fla. Stat. (2018).

ARTICLE IV  
Financing the SRO Program

The SCHOOL BOARD shall reimburse the SHERIFF \$60,000 per SRO, for each of the SROs listed in Article II.

\$60,000/SRO X 37 SROs = \$2,220,000.00/year

Funding provided by the SCHOOL BOARD during the term of this Agreement for the cost of the SRO services listed in this Agreement will be paid to the COUNTY monthly, at a rate of \$185,000 per month for a period of 36 months, beginning July 1, 2019.

ARTICLE V  
Employment Status of the SRO

The SRO shall remain an employee of the SHERIFF and will not be an employee of the SCHOOL BOARD. The SCHOOL BOARD and the SHERIFF acknowledge that the SRO is a deputy sheriff who will uphold the law under the direct supervision and control of the SHERIFF. The SRO shall remain responsive to the chain of command of the SHERIFF.

Nothing in this Agreement is to be construed as giving the SCHOOL BOARD the right to control the professional judgment or actions of the SRO. The SHERIFF has agreed to make personnel who are qualified available to the SCHOOL BOARD, and the SHERIFF covenants and agrees that it will instruct and supervise its employees to (i) use diligent efforts and professional skills and judgment, (ii) provide services in accordance with and in a manner consistent with customary and recognized standards of the profession, (iii) conduct themselves in a manner consistent with the policies and rules and regulations of the SCHOOL BOARD.

The SHERIFF understands that the SROs will not participate in any employee benefit provided by the SCHOOL BOARD, and it represents to the SCHOOL BOARD that it will withhold income tax and social security tax for its employees and will maintain workers' compensation insurance for each employee.

## ARTICLE VI Appointment of SRO

The SHERIFF will select and appoint SROs. Prior to the SHERIFF selecting and appointing SROs, the SHERIFF and the Superintendent will collaborate together regarding the SHERIFF's selection of individuals from a list of interested deputies.

## ARTICLE VII Dismissal of SRO; Replacement

- A. By Superintendent. If the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal will notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal will contact the SRO's immediate supervisor and the Superintendent's designee in writing and provide a copy of the notice to the SRO. If the situation is not resolved to the mutual satisfaction of both parties within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the principal will recommend to the Superintendent that the SRO be removed from the program at his/her school, and will state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, will review the request and, if approved, will provide written notification to the SHERIFF who will make the transfer within ten (10) business days. In the event that a principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Superintendent who, after investigation, will provide written notice to the SHERIFF who will make the transfer within two (2) business days.
- B. By the SHERIFF. The SHERIFF may initiate a dismissal or reassignment of a SRO based upon department rules, regulations, or operations orders and when it is necessary based on law enforcement needs in the county, as determined by the SHERIFF, based on then-existing circumstances when in the best interest of the protection of the citizens of Marion County.
- C. SRO Resignation, Dismissal, or Reassignment. In the event of the resignation, dismissal, or reassignment of the SRO, or in the case of long-term absences by a SRO, the SHERIFF shall provide a rover deputy until a permanent replacement is recommended. Upon notification of the resignation, dismissal or reassignment the SHERIFF, or his designee, will notify the School Principal and Safe Schools Office.
- D. Reassignment and unavailability. The SRO may be re-assigned by the SHERIFF during school holidays and vacations, for law enforcement training, or during the period of any law enforcement emergency or situation, as determined solely by the SHERIFF, which requires additional law enforcement presence to protect and serve the community. In the event of such re-assignment, a SRO rover will be utilized to cover the school as contemplated under Article II (A) above. In the event the SRO should be unavailable for their eight (8) hour shift, the SHERIFF shall provide a rover deputy to be onsite to cover the shift. In the event of an unforeseen circumstance where a substitute is not immediately available, the SHERIFF, or his designee, will communicate with the school Principal and the Safe Schools Office. If an SRO is not on-site as contemplated under Article II (A), payment adjustments will be made in following month.

## ARTICLE VIII Termination of Agreement

Either party may terminate this Agreement upon written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement, or in the case of a law enforcement emergency as set forth above. Thirty (30) days, or less if agreed to by the parties, will be given for corrective action after notification by the requesting party. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the COUNTY for all services performed to the date of termination, to the extent as specified in Article IV, to be prorated on a per diem basis through the date of the termination.

SCHOOL BOARD conditions each payment obligation created by this Agreement on the availability of funds appropriated or allocated for the payment of SRO services. SCHOOL BOARD shall have the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. SCHOOL BOARD may terminate this Agreement at the end of the period for which funds are available if SCHOOL BOARD does not allocate further funding. SCHOOL BOARD shall notify SHERIFF at the earliest possible time before such termination, but in no event later than eleven (11) months prior to the start of each fiscal year. No penalty will accrue to SCHOOL BOARD, and SCHOOL BOARD is not obligated or liable for any future payments or any damages because of termination under this section.

## ARTICLE IX Good Faith

The SCHOOL BOARD, the SHERIFF, the COUNTY, their agents, and employees agree to cooperate in good faith in fulfilling their terms of this Agreement. Unforeseen difficulties or questions will attempt to be resolved first by negotiation between the SCHOOL BOARD, the SHERIFF, and the COUNTY, or their designees.

## ARTICLE X Miscellaneous

- A. Coach Aaron Feis Guardian Program. The SCHOOL BOARD is participating in the Coach Aaron Feis Guardian Program, established by the SHERIFF, at Francis Marion Military Academy, Marion Charter School, McIntosh Area Charter School, and Ocali Charter School.
- B. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- C. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There will be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SCHOOL BOARD.
- D. No Waiver of Sovereign Immunity. This Agreement does not waive sovereign immunity by any

agency or political subdivision to which sovereign immunity may apply, or of any rights or limits of liability existing under § 768.28, Fla. Stat. (2018). This term survives the termination of all performance or obligations under this Agreement and will be fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

- E. **No Third Party Beneficiaries.** Nothing in this Agreement provides consent by any agency or political subdivision of the State of Florida to allow any person or entity not a party to this Agreement to sue, including, but not limited to, any citizen or employees of the parties, in any matter arising out of this Agreement, or to confer any rights in any third party to allow any claim otherwise barred under the doctrine of sovereign immunity or by operation of law.
- F. **Confidentiality.** For the purposes of this Agreement, “Confidential Information” means all information disclosed by SCHOOL BOARD to the SHERIFF, their agents and employees, which is in a tangible form and labeled “confidential” (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. At all times, the SHERIFF, their agents, and employees will protect the SCHOOL BOARD’s Confidential Information from unauthorized use, access or disclosure.
- G. **Non-Discrimination.** Each party hereby represents and warrants to the other that no person will be discriminated against on the basis of race, color, religion, pregnancy, gender, age, marital status, disability, sexual orientation, political beliefs, national or ethnic origin, veteran status, or any other basis prohibited by law in the performance of the parties’ respective duties, responsibilities and obligations under this Agreement.

#### **H. Public Records.**

- a) To the extent that SHERIFF and COUNTY meet the definition of “contractor” under § 119.0701, Fla. Stats. (2018), and in addition to other contract requirements provided by law, the SHERIFF and COUNTY agree that each are acting as a contractor on behalf of SCHOOL BOARD as provided under § 119.0701(a) and as such each will comply with Florida’s Public Records Law. Specifically, SHERIFF and COUNTY each agree that it will:
  - i. Keep and maintain public records that ordinarily and necessarily would be required by SCHOOL BOARD to perform the services performed by SHERIFF and COUNTY under contract;
  - ii. Provide the public with access to such public records on request from SCHOOL BOARD’S custodian of public records;
  - iii. Provide SCHOOL BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
  - iv. Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the SCHOOL BOARD;
  - v. Upon completion of the contract, transfer, at no cost, to SCHOOL BOARD all public records in possession of SHERIFF and COUNTY or keep and maintain public records required by the public agency to perform the service. If SHERIFF and COUNTY transfer all public

records to the SCHOOL BOARD upon completion of the contract, SHERIFF and COUNTY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SHERIFF and COUNTY keep and maintain public records upon completion of the contract, SHERIFF and COUNTY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SCHOOL BOARD, upon request from SCHOOL BOARD'S custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

**b) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, PUBLIC.RELATIONS@MARION.K12.FL.US OR IN PERSON AT 420-A SE ALVAREZ AVENUE, OCALA, FLORIDA 34471.**

**c) IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: TIMOTHY MCCOURT, GENERAL COUNSEL, AT (352) 369-6758, TMCCOURT@MARIONSO.COM, OR IN PERSON AT 692 N.W. 30<sup>TH</sup> AVE., OCALA, FL 34475.**

**d) IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: MATTHEW "GUY" MINTER, COUNTY ATTORNEY, AT (352)438-2330, MATTHEW.MINTER@MARIONCOUNTYFL.ORG, OR IN PERSON AT 601 S.E. 25<sup>TH</sup> AVENUE., OCALA, FL 34471.**

- I. **Inspector General Audits.** The parties shall comply and cooperate promptly with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.
- J. **Annual Appropriation.** The performance and obligations of SCHOOL BOARD under this Agreement will be contingent upon an annual budgetary appropriation by its governing body. If SCHOOL BOARD does not allocate funds for the payment of services under this Agreement, this Agreement may be terminated by SCHOOL BOARD at the end of the period for which funds have been allocated. SCHOOL BOARD shall notify the other parties at the earliest possible time before such termination, but in no event later than eleven (11) months prior to the start of each

fiscal year. In the event of such termination, SCHOOL BOARD shall pay the COUNTY for all services rendered through the effective date of termination, prorated on a per diem basis, and the County will not be obligated to provide services after the effective date of termination. No penalty will accrue to SCHOOL BOARD in the event this provision is exercised, and SCHOOL BOARD shall not be obligated or liable for any future payments due or damages as a result of termination under this section.

**K. Excess Funds.**

Any party receiving funds paid by SCHOOL BOARD under this Agreement agrees to promptly notify SCHOOL BOARD of any funds erroneously received from SCHOOL BOARD upon the discovery of such erroneous payment or overpayment. Any excess funds must be refunded to the SCHOOL BOARD.

**L. Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

**M. Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such will not affect the remaining portions of this Agreement and the same will remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included herein.

**N. Waiver.** The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver will only be effective as to the specific instance for which it is obtained and will not be deemed a continuing or future waiver.

**O. Force Majeure.** Neither party will be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event will a lack of funds on the part of either party be deemed Force Majeure.

**P. Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**ARTICLE XI**

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 SCHOOL BOARD OF MARION COUNTY, FLORIDA**

By Kelly King  
KELLY KING, BOARD CHAIR

ATTEST:

**THE SCHOOL BOARD OF MARION COUNTY, FLORIDA**

heidi maier  
HEIDI MAIER, Ed. D., SUPERINTENDENT

**BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA**

By Michelle Stone  
MICHELLE STONE, CHAIRMAN

**THE SHERIFF OF MARION COUNTY, FLORIDA**

By WILLIAM "BILLY" WOODS  
WILLIAM "BILLY" WOODS, SHERIFF

ATTEST:

DAVID R. ELLSPERMANN  
DAVID R. ELLSPERMANN, CLERK