

State of Georgia,
Ben Hill County.

SCHOOL RESOURCE OFFICER AGREEMENT

This **School Resource Officer Agreement** (the “Agreement”) is made, this _____ day of _____, 2022, by and between the **BEN HILL COUNTY SCHOOL DISTRICT**, by and through its Board of Education (hereinafter referred to as the “School District”), the **HON. LEE CONE, SHERIFF OF BEN HILL COUNTY, GEORGIA** (“hereinafter referred to as the “Sheriff”), and **BEN HILL COUNTY, GEORGIA**, by and through its Board of Commissioners (hereinafter referred to as the “County”), is as follows:

WITNESSETH:

WHEREAS, the School District owns, operates, and manages schools within the County for the purpose of providing free and public education to the citizens of the County; and,

WHEREAS, pursuant to constitutional and statutory authority, the Sheriff is responsible for providing law enforcement and protection to the citizens in the unincorporated areas of the County; and,

WHEREAS, the County has the fiscal responsibility for the funding of the Sheriff’s office, including funding of deputies and other staff that the Sheriff deems necessary; and,

WHEREAS, the provisions of O.C.G.A. § 20-2-1183 allow for the School District to enter into an agreement with law enforcement for the safety and protection of the School District’s students, staff, and invitees upon its school campuses; and,

WHEREAS, such agreement is accomplished through the School Resources Officer (SRO) Program; and,

WHEREAS, the Sheriff agrees to participate in the SRO Program and provide the School District with certified peace officers; and,

WHEREAS, the School District and Sheriff desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District;

WHEREAS, the parties are authorized to enter into this Agreement pursuant to and in accordance with the provisions of Paragraph I of Section III of Article IX of the Constitution of the State of Georgia;

NOW, THEREFORE, in consideration of the mutual benefits which will accrue to the parties as a result of this Agreement, the parties agree as follows:

1. School Resource Officer Program Services.

The Sheriff shall provide the School District with three (3) SROs for law enforcement and security services for the School District. The SROs shall be certified peace officers with the appropriate training and certification, pursuant to the Georgia Peace Officer Standards and Training Act. Such SROs shall hold and maintain valid and unrestricted P.O.S.T. certification.

2. Term of Agreement.

- A. The term of this Agreement is one (1) calendar year, retroactively effective as of July 28, 2021, until May 20, 2022. This Agreement shall terminate automatically at the end of each calendar year and, unless otherwise terminated as provided herein, automatically renew at the beginning of the following calendar year.
- B. Following the initial term, this Agreement shall be automatically renewed for successive calendar year periods upon the same terms and conditions as set forth herein unless either the School District, County or Sheriff provides written notice of its intent to nonrenew this Agreement at least sixty (60) days prior to the expiration of the term (or renewal term).

3. Duties and Responsibilities of School Resource Officer.

During the term of this Agreement, or any renewal, the duties and responsibilities of the SROs listed on Exhibit A.

4. Compensation for the SRO Program.

During the term of this Agreement, or any renewal thereof, the School District shall compensate the Sheriff as set forth in Exhibit B, which is attached hereto and incorporated herein by this reference, for the SRO services provided. The Sheriff, County and SROs understand that the School District's sole fiscal responsibility shall be the compensation provided herein on Exhibit B and the Sheriff shall be provided with a 1099-MISC IRS tax form, or equivalent, for the payments made herein.

5. School Resource Officer Duty Hours.

- A. Duty hours shall be determined by the School District with the consent of the Sheriff, which shall not be unreasonably withheld; however, whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day. The SRO will be entitled to observe the current school calendar, including holidays and breaks, in the same manner as an employee of the School District; however, it is understood

between the parties that the School District, in its discretion, shall have the authority to require SRO services during these holidays and breaks as needed.

- B. It is understood and agreed that time spent by SROs attending school disciplinary tribunals, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.
- C. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Sheriff's Office and the principal of the school to which the SRO is assigned. The Sheriff's Office will assign another SRO-qualified deputy, if available, to substitute for the SRO who is absent beginning with the fourth consecutive day of absence.

6. Transporting Students.

- A. SROs shall not transport students in vehicles of the Sheriff's Office except:
 - (1) When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and,
 - (2) When students are suspended and/or sent home from school pursuant to school disciplinary actions; if the student's parent or guardian has refused or is unable to pick up the child within a reasonable period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel; and,
 - (3) When the student's parents/guardians have been properly served a subpoena for the student to be a witness on behalf of the School District at a disciplinary tribunal and the parent or guardian gives consent for the student to be transported to the disciplinary tribunal by the School District.
- B. Students shall not be transported to any location unless it is determined that the student's parent, guardian, or custodian is at the destination to which the student is being transported.
- C. SROs shall notify appropriate school personnel upon removing a student from campus.
- D. SROs shall not transport students in their personal vehicles.
- E. All transport of a student in a vehicle of the Sheriff's Office shall be subject to the final determination of the SRO.

7. Employment of School Resource Officers.

- A. At all times herein, it is understood that the Sheriff and County are acting as independent contractors with the School District. The SROs are and shall continue to be employees of the Sheriff, subject to the administration, supervision, and control of the Sheriff. The Sheriff, in his sole discretion, shall have the power and authority to hire, discharge, and discipline SROs. At no time shall any SRO be deemed an employee or agent of the School District and shall have no control or responsibility for any SRO providing services under this Agreement.
- B. The SRO shall have no authority to and shall not administer any type of discipline to students, enforce the general discipline of students, or give, advocate, or make any disciplinary recommendations or decisions. These actions remain wholly and exclusively within the duties and responsibilities of the School District and its employees.
- C. Pursuant to the provisions herein, the School District shall have the right to direct that an SRO exit from and/or refuse entry to premises or the property of the School District. In this event, the Sheriff shall immediately be notified.

8. School Resource Office Placement.

- A. At least thirty (30) days prior to the beginning of the school year, the Sheriff shall send to the Superintendent the names of deputies that he proposes to assign as SROs. The School District shall have the ability to object to any name provided within ten (10) days of the notification by the Sheriff. In the event of objection, the Sheriff and School District representative shall meet on the matter to attempt to resolve the same. Both parties shall attempt to resolve the matter in good faith. If the parties do not reach an agreement, this Agreement shall terminate.
- B. At no time during this Agreement, or any renewal, shall the Sheriff remove and/or replace an assigned SRO without, first, speaking with the School District and seeking permission for the same, unless for disciplinary action. In his discretion, the Sheriff may terminate the employment of or discipline an SRO without first speaking with the School District. In this event of removal or termination, the Sheriff shall replace such SRO as soon as possible.
- C. If the School District is dissatisfied with an SRO who has been assigned to provide services under this Agreement, the School District shall meet with the Sheriff, immediately, to attempt to resolve the matter. If the School District is still dissatisfied, it shall request, in writing, a replacement SRO. The Sheriff shall diligently work to replace said SRO within an appropriate time frame from the date of the written request.
- D. In the event of an emergency, if the Sheriff orders one or more SROs to leave their school during normal duty hours as described above and to perform other services for the Sheriff, then the time spent shall not be considered hours worked under this Agreement. In such case, the Sheriff shall attempt to provide relief coverage within a

reasonable time frame. If relief is not provided during the time that the SRO is diverted, then the School District will not be responsible for compensating for such diverted hours as provided on Exhibit B.

9. Chain of Command.

- A. In the performance of their duties, SROs shall coordinate and communicate with the principal and administration of the school to which they are assigned. Notwithstanding the subsection (B) of this paragraph, SROs will first report any incidences, occurrences, disturbances, or potential threats, which occur or are threatened on school campus, to the principal and/or appropriate administration.
- B. SROs will be subject to the chain of command of the Sheriff.

10. Responsibilities and Duties of Sheriff.

During the term of this Agreement, and renewal thereof, the Sheriff shall:

- A. Ensure that each SRO shall have and maintain proper and unrestricted certification to perform the duties required herein.
- B. Ensure that each SRO has completed the training stated in the provisions of O.C.G.A. § 35-8-27, as amended, prior to placement.
- C. Provide each SRO with the proper uniform, equipment, and transportation necessary to perform the duties under this Agreement. Such equipment shall include personal protective equipment related to the prevention of the transmission and spread of the Novel Coronavirus 2019, if determined necessary by the Sheriff.
- D. Ensure that each SRO receives his or her wages and benefits from compensation provided herein in Paragraph 4. The County understands that it has the sole and exclusive responsibility to pay all wages to the SROs and all applicable federal and state income taxes and make any such required deductions, such as FICA, as necessary.
- E. Solely be responsible for providing workers' compensation insurance coverage for the SROs during the term of this Agreement.
- F. Cooperate with the School District in the providing of SROs, relief SROs, replacement SROs and other matters related to this Agreement.

11. Access to Reports.

Any arrest, incident and/or investigation report or other documents or materials prepared or filed by the SROs or with the Sheriff's Office, which may directly or indirectly relate to the

activities of the School District in its operation of the schools, facilities, and programs, shall be available to the appropriate School District officers and agents, except in such event that disclosure of the report, document or material is specifically prevented by law.

12. Termination of Agreement.

This Agreement may be terminated as follows:

- A. Upon sixty (60) days written notice by any party.
- B. Upon five (5) business days written notice for cause if an aggrieved party has provided notice of a material breach of the obligations set forth in this Agreement and the breaching party has failed to remedy or cure said breach no more than ten days after its receipt of the notice of breach.
- C. Immediately by the School District in the event that any SRO's certification is revoked, suspended, or engages in "unprofessional conduct" as defined by the Georgia Peace Officers Standards and Training Council.
- D. Should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty (60) days' written notice to the other.

13. Indemnification.

- A. The School District will not at any time be responsible for the acts, actions or performance of the SRO, or the failure to act, inaction or failure to perform of the SRO. The County and the Sheriff will indemnify and hold harmless the School District, its officers, agents and employees for and against any and all claims for damages, demands and/or causes of action, including injury and death, caused by or which may result from the exercise by the SROs, Sheriff and County carrying out their duties and obligations pursuant to this Agreement, and any renewal, to the extent the negligence or inappropriate actions or activities of an officer, agents or employee of the School District shall directly cause or contribute to any injury or damage for which a claim is made. However, at no time, shall the School District have any responsibility or liability for the SROs carrying out any law enforcement duties and/or responsibilities.
- B. The School District will indemnify, save and hold the County, Sheriff and the SRO(s) harmless from any and all claims for damages, demands or causes of action, which may result from the negligence or intentional conduct of the School District, its officers, agents or employees carrying out their duties and obligations pursuant to this Agreement, and any renewal, to the extent the negligence or inappropriate actions or activities of an officer, agents or employee of the County and Sheriff, including the SROs, shall directly cause or contribute to any injury or damage for which a claim is made.

14. Notices.

Any notice or communication required or permitted under this Agreement shall be delivered in person by a courier or by certified mail, return receipt requested, to the following or to such other address as one party may, from time to time, furnish to the other party in writing:

To the School District:
Ben Hill County Board of Education
Attn: Superintendent
509 W. Palm Street
Fitzgerald, Georgia 31750

To the Sheriff:
Hon. Lee Cone, Sheriff
Ben Hill County Sheriff's Office
255 Appomattox Road
Fitzgerald, Georgia 31750

To the County:
Ben Hill County, Georgia
Attn: Commission Chairman
402-A E. Pine Street
Fitzgerald, Georgia 31750

15. Miscellaneous.

- A. The parties agree that this Agreement represents the entire agreement between the parties and that this Agreement may only be modified in writing and said modification shall be signed by all the parties.
- B. Should any provision of this Agreement be found to be void, invalid or unenforceable by a court of law, which finding shall only affect the provisions found to be void, invalid or unenforceable and shall not affect the remaining provisions of this Agreement.
- C. This Agreement is governed by the laws of the State of Georgia and any actions resulting from this Agreement shall be filed in a court of competent jurisdiction in Ben Hill County, Georgia.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized and respective boards, have caused their names and seals to be affixed hereto, on the day and year first above written.

BEN HILL COUNTY SCHOOL DISTRICT,
by and through its Board of Education

Signed, sealed, and delivered
in the presence of:

Gary D. Smith, Chair

Notary Public, Ben Hill County, Georgia
My commission expire: _____

Attest: _____
Dr. J. Shawn Haralson, Secretary

[Notary Seal]

[BOARD SEAL]

BEN HILL COUNTY, GEORGIA, by and
through its Board of Commissioners

Signed, sealed, and delivered
in the presence of:

Steve Taylor, Chairman

Notary Public, Ben Hill County, Georgia
My commission expire: _____

Attest: _____
Donna Prather, County Clerk

[Notary Seal]

[COUNTY SEAL]

BEN HILL COUNTY SHERIFF

Signed, sealed, and delivered
in the presence of:

Hon. Lee Cone, Sheriff

Notary Public, Ben Hill County, Georgia
My commission expire: _____

[Notary Seal]

EXHIBIT A

SRO Duties and Responsibilities

- A. Be a visible, active law enforcement figure on campus dealing with law enforcement, security matters and school code violations originating on the assigned campus for the purposes of discouraging criminal activity.
- B. Monitor the school(s), programs, and events to ensure the safety of students and staff and respond to matters when asked by administrative staff that are within the purview of the services to be provided in this Agreement, including major disruptions and criminal offenses, which occur at School District schools, programs, and events.
- C. Be a resource for students, teachers and parents which will enable them to be associated with a law enforcement figure and role model in the students' environment by projecting a professional and approachable image to the same.
- D. Investigate perceived and potential School District rule violations, disruptions, and criminal matters, occurring upon School District premises and at related events, at the direction of administrative staff and provide support to the same during such investigations.
- E. While on duty for the School District, report to the school administrative staff about investigations and assistance with investigations and share information with the administrator about persons and conditions that pertain to campus safety concerns.
- F. Document all activities on and off campus of SRO involvement and compile a monthly report to be provided to the principal of the assigned school.
- G. Arrest and/or transport students to the Sheriff's Office, as deemed necessary by the SRO, when conduct occurs upon School District premises and related events that warrant such actions.
- H. Act upon the report of criminal activity or complaints by the School District and exercise such duties and responsibilities as obligated of a law enforcement officer regarding the same.
- I. While on duty for the School District, report all crimes originating on campus and at off campus events and programs to the principal/administration. Information on cases that are worked off-campus by the Sheriff's Office or other agencies involving students on a campus or events/programs of a school served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- J. Understand that disciplining students is a School District responsibility and, when necessary, take students who violate the code of conduct to the principal's office for discipline to be meted out by school officials.

- K. Be involved in school discipline when it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, by resolving the problem to preserve the school climate.
- L. Provide traffic control at school(s), programs, and events, when deemed necessary, for the safety of students, staff, and the general public.
- M. Assist in the development of plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest, as requested by school administration.
- N. Coordinate all of his/her activities with the principal and designated staff members and will seek permission, guidance, and advice prior to enacting any programs within the school.
- O. Provide, overall, law enforcement and security duties at School District schools, programs, and related events.
- Q. Wear approved department uniform, formal business attire or business casual with appropriate Sheriff's Office logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the School District and/or Sheriff. The School District and Sheriff shall jointly set expectations and resolve any disputes in this area.
- R. Wear their department authorized duty weapons in accordance with the Sheriff's Office policy.
- S. Function as a liaison between the School District and the Sheriff's Office and foster a strong, positive relationship between the same.
- T. Be assigned to perform other security and patrol duties as requested by the School District and agreed to by the Sheriff.
- U. Shall not act in any manner or engage in any behavior that the School District believes is unbecoming, unwarranted or unethical with students, staff, and invitees.
- V. SROs shall keep a daily mileage log for the Sheriff's Office vehicle to document travel engaged in for or on behalf of the School District.

Exhibit B

SRO Compensation

A. The School District shall compensate the Sheriff equal to the actual costs that the County incurs for each SRO plus the actual fuel costs incurred by each SRO in performing their duties for the School District.¹ This compensation is for the services of the SRO for 42 hours weekly per calendar year. If a relief or replacement SRO is utilized, the compensation will not be altered. The compensation shall be as follows, with additional information shown on the School Resource Officers Reimbursement form attached hereto:

(1) \$55,297.88 for Deputy Parker Wiley (Ben Hill Middle School);

(2) \$57,570.15 for Deputy Sandiford (FHSCCA); and,

(3) \$51,989.42 for Deputy Antavious Smith (FHSCCA)

However, for the initial term of this Agreement, such compensation for Deputy Smith shall be prorated based upon the day that Deputy Smith first reports to FHSCCA to provide services until the last day of the 2021-2022 school term.

- B. Compensation for SRO services shall be paid on a quarterly basis at times agreed upon between the School District and Sheriff.
- C. Payment shall be made within thirty (30) days of receipt of a detailed invoice from the Sheriff identifying the SRO, hours worked and prorated pay for the SRO for the quarter.
- D. SROs shall continue to accrue leave pursuant to the applicable policies of the Sheriff's Office and/or County.
- F. The Sheriff may approve the School District's request for services outside of the scheduled hours and scope of specified duties at an additional hourly rate per SRO assigned. Such rate and times shall be agreed upon by the School District and Sheriff, in writing, prior to the services being provided by the SRO. Overtime may be incurred by the SRO as a result of the approved additional services as requested by the School District.
- G. For purposes of this Agreement, and any renewal thereof, any hours incurred by an SRO in excess of 84 hours per a two-week pay period will be designated as overtime pay, meaning the School District shall pay the equivalent of time and a half of the SRO's hourly rate of pay for every hour worked beyond 84 hours in a two-week pay period.
- H. At all times herein, when an SRO is not at work with the School District or performing his/her obligations under this Agreement, pursuant to Paragraphs 3, 5 and 8, the compensation to be paid by the School District shall be reduced by the number of hours that SRO service is not provided to the School District. If the School District has already paid compensation to the Sheriff/County for SRO services, the County shall refund to the School District an amount equivalent to the accumulated number of hours for which SRO services were not provided.

- I. Pursuant to the provisions of paragraph 10(B), the School District shall reimburse the Sheriff for the cost of such training for the SRO. However, in the event that the Sheriff, at his discretion, replaces an SRO during the term of this Agreement, the Sheriff shall be responsible for the cost of such training for the replacement SRO.

¹The Sheriff's Office shall use the numbers from the fuel receipts of the SROs to calculate the actual fuel costs incurred in performing their duties for the School District.