

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (this "Agreement") is made, this ___ day of _____, 2024, by and between the **BEN HILL COUNTY SCHOOL DISTRICT**, by and through its Board of Education (hereinafter referred to as the "School District"), the **HONORABLE 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").

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; the Sheriff is responsible for providing law enforcement and protection to the citizens in the unincorporated areas of the County; and, 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, 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; and

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 six (6) School Resource Officers ("SRO") 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) year, beginning on _____, 2024. This Agreement shall automatically renew at the beginning of the following year, unless either the School District, County or Sheriff provides written notice of its intent to not to renew this Agreement at least thirty (30) days prior to the expiration of the term (or renewal term).

3. Termination. This Agreement may be terminated as follows:

- a. Upon sixty (60) days written notice by any party.
- b. Immediately by the County and/or the Sheriff if the School District commits a breach of any of the material terms or conditions of this Agreement and fails to cure such breach within 30 days after delivery of notice or the breach;

- c. Immediately by the School District if the County and/or the Sheriff commits a breach of any of the material terms or conditions of this Agreement and fails to cure such breach within 30 days after delivery of notice or the breach;
 - d. By the Sheriff and/or the County immediately if the School District fails to make a payment fifteen (15) days after it is due.
- 4. 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.
- 5. School Resource Officer Duty Hours.** The Sheriff and the School District shall meet and confer in good faith regarding the duty hours of the School Resource Officer. Duty hours shall be determined by the Sheriff; however, whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day.

Whenever possible, the SROs shall only take annual leave during the School District's 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. In such a situation, the School District and the Sheriff will confer in good faith to determine how the SROs' annual leave may be exercised.

- 6. Compensation.** During the term of this Agreement, or any renewal thereof, the School District shall compensate the Sheriff in accordance with Exhibit "B," which is attached hereto and incorporated herein by reference, for the SRO services provided. 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.
- 7. Independent Contractors.**
- 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 School District shall not 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 the School District shall have no control or responsibility for any SRO providing services under this Agreement.
 - b. 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 Officer Placement.** Subject to Section 1 hereinabove, the Sheriff has sole discretion to choose and assign who will serve as SROs. If the School District is dissatisfied with an SRO who has been assigned to provide services under this Agreement,

the School District shall notify the Sheriff in writing. The School District and the Sheriff shall meet 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. Both the Sheriff and the School District shall attempt to resolve the matter in good faith. If the parties cannot reach an agreement, this Agreement shall terminate upon the expiration of sixty (60) days after the School District has notified the Sheriff in writing of its dissatisfaction with an SRO.

9. **Indemnification.** Each party shall indemnify and defend the other for any claim brought against the indemnified party due to any conduct, act, or failure to act, by the indemnifying party which arises out of any duty or responsibility associated with the performance of this Agreement. The duty to defend shall include all reasonable attorneys' fees, expert fees, court costs, or any other reasonable and necessary expense to manage any claim, law suit, litigation, or action of any kind.

10. **Notices.**

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: Chairman of the Board of Commissioners
402-A E. Pine Street
Fitzgerald, Georgia 31750

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.
12. **Severability.** 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.
13. **Choice of Law / Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of Georgia. Likewise, Georgia law shall govern any dispute between the parties. All suits arising out of or related to this agreement shall be filed in the Superior Court of Ben Hill County, Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this School Resource Officers Agreement as of the day and year first above written.

BEN HILL COUNTY, GEORGIA

By: _____
Steve Taylor, Chairman
Board of Commissioners

Sworn to and subscribed before me this
___ day of _____, 2024.

Attest: _____
Donna Prather, County Clerk

Notary Public
My Commission Expires: _____

BEN HILL COUNTY SHERIFF

By: _____
Honorable Lee Cone, Sheriff

Sworn to and subscribed before me this
___ day of _____, 2024.

Notary Public
My Commission Expires: _____

BEN HILL COUNTY SCHOOL DISTRICT

By: _____
Shirley Brooks, Chairman
Board of Education

Sworn to and subscribed before me this
___ day of _____, 2024.

Attest: _____ Dawn
Clements, Secretary

Notary Public
My Commission Expires: _____

Exhibit A

SRO Duties and Responsibilities

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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).
10. 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.

11. 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.
12. Provide traffic control at school(s), programs, and events, when deemed necessary, for the safety of students, staff, and the general public.
13. 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.
14. 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.
15. Provide, overall, law enforcement and security duties at School District schools, programs, and related events.
16. 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.
17. Wear their department authorized duty weapons in accordance with the Sheriff's Office policy.
18. Function as a liaison between the School District and the Sheriff's Office and foster a strong, positive relationship between the same.
19. Be assigned to perform other security and patrol duties as requested by the School District and agreed to by the Sheriff.
20. 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.
21. 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

The School District agrees to reimburse the Sheriff for the actual costs incurred for the salaries of the SROs and the associated costs for the SROs, a list and an estimated costs of these which is set forth in the chart below (the "Costs"). The School District shall be responsible for reimbursement of the Costs even if the Costs exceed the estimated amounts. The School District shall be invoiced monthly during the term of this Agreement and the invoice shall be due and payable within thirty (30) days of the School District's receipt thereof.

Costs

The above-referenced compensation schedule will entitle the School District to 84 hours per a two-week pay period for each SRO. 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.

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.

SROs shall continue to accrue leave pursuant to the applicable policies of the Sheriff's Office and/or County.