

## **FIRST AMENDMENT TO SCHOOL RESOURCE OFFICER AGREEMENT**

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This **First Amendment to School Resource Officer Agreement** (the "First Amendment") is made, this \_\_\_\_\_ day of \_\_\_\_\_ 2025, 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 parties entered into a *School Resource Officer Agreement* (the "Agreement"), dated May 10, 2022, and are desirous of modifying the Agreement; and,

**WHEREAS**, this First Amendment sets forth the agreement between the parties as to the school resource officers ("SROs") to be provided by the Sheriff pursuant to the original Agreement; 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.

The Agreement is hereby amended by striking Paragraph 1 in its entirety and replaced by a new Paragraph 1 which reads as follows:

**"1. School Resource Officer Program Services.**

The Sheriff shall provide the School District with SROs for law enforcement and security services for the School District as needed. 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.

The Agreement is hereby amended by striking Exhibit B in its entirety and replaced by a new Exhibit B which is hereby attached.

3.

All other terms and conditions contained in the original *School Resource Officer Agreement*, dated May 10, 2022, shall remain in full force and effect.

4.

If any provision of this First Amendment becomes illegal, invalid, or unenforceable, the remaining provisions shall not be affected thereby.

IN WITNESS WHEREOF, this First Amendment has been executed on behalf of the School District and Ben Hill County by its authorized officials, and its official seals attached hereto, following the authorization thereof by the Ben Hill County Board of Education and Ben Hill County Board of Commissioners, duly assembled, and the Sheriff of Ben Hill County has hereunto set his hand and seal on the date and in the year first above mentioned.

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

Signed, sealed, and delivered  
in the presence of:

Debbie D. Sandiford  
Notary Public, Ben Hill County, Georgia  
My commission expires: 6/14/2026



Jeremy Cox  
Jeremy Cox, Chairman

Attest: Stephen Harden  
Stephen Harden, Interim Supt.

[BOARD SEAL]

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

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Notary Public, Ben Hill County, Georgia  
My commission expires:

{Notary Seal}

\_\_\_\_\_  
Hal Wiley, Chairman

Attest: \_\_\_\_\_  
County Clerk

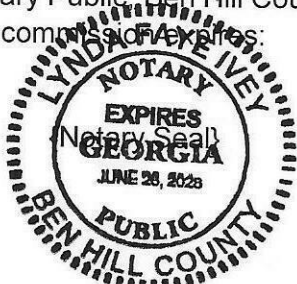
[COUNTY SEAL]

**BEN HILL COUNTY SHERIFF**

Lee Cone  
Hon. Lee Cone, Sheriff

Signed, sealed, and delivered  
in the presence of:

Lynda Lave Ivey  
Notary Public, Ben Hill County, Georgia  
My commission expires:



## SRO Compensation

- A. The School District shall compensate the Sheriff equal to the actual costs that the County incurs to employ each SRO plus the actual fuel costs incurred by each SRO in performing their duties for the School District. <sup>1</sup> 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:

| Deputy      | Yearly Salary* | Assigned School** | FT/PT |
|-------------|----------------|-------------------|-------|
| SRO Captain | \$52,470.00    |                   | FT    |
| SRO 1       | \$44,722.00    |                   | FT    |
| SRO 2       | \$44,722.00    |                   | FT    |
| SRO 3       | \$44,722.00    |                   | FT    |
| SRO 4       | \$44,722.00    |                   | FT    |
| SRO 5       | \$44,722.00    |                   | FT    |

\*The Yearly Salary of each SRO is an estimate using the base salary paid for an entry-level SRO. The actual salary will vary depending on the experience and skill of the officer, among other things. Additionally, such compensation for deputies shall be prorated based upon the first day the deputy first reports to the assigned school until the last day he or she provides services within that particular school term.

\*\*The SRO shall not be restricted to his or her Assigned School. The SRO may be directed by the Sheriff to cover another activity or fill an absence at a different school, pursuant to the terms and conditions of the Agreement and this Amendment.

- B. Compensation for SRO services shall be paid on a monthly 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 resulting from such 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. The School District shall be responsible for SRO compensation throughout the school year, without regard to whether the School District is in session or on a break. 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. The School District shall be responsible for SRO compensation for School District holidays and breaks, unless the SRO performs non-SRO law enforcement duties.
- 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. The School District shall be responsible for reimbursing the Sheriff for the cost of training any new SRO resulting from a vacancy caused by any reason other than the Sheriff's discretionary replacement.

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<sup>1</sup>The 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.