

AGREEMENT BETWEEN THE OCONEE COUNTY SHERIFF'S OFFICE

and

THE OCONEE COUNTY SCHOOL DISTRICT

for

THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT is made and entered into as of the day of , 2024 (the "Effective Date"), by and between the OCONEE COUNTY SHERIFF'S OFFICE (the "OCSO"), and OCONEE COUNTY SCHOOLS (the "OCS").

WITNESSETH

WHEREAS, it is the intent and desire of the OCSO and OCS to provide for law enforcement and related services as set forth herein;

WHEREAS, the OCSO and OCS recognize the benefits of a School Resource Officer Program ("Program") to the citizens of Oconee County, and particularly to the faculty and students of Oconee County Schools;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the OCSO and OCS hereby agree as follows:

Section 1. Purpose. The purpose of this Agreement is to increase the security and safety of OCS through the funding necessary to permit, inter alia, the assignment of Deputy Sheriffs to serve OCS on a full-time basis during the regular school year.

Section 2. Term of Agreement. The term of this Agreement shall be for one (1) year from the Effective Date; provided, however, that the Agreement shall be automatically renewed unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the term. The OCSO and OCS agree to negotiate the program costs annually for any subsequent term in accordance with Section 5 below.

Section 3. Program Staffing. The Program shall be staffed in accordance with the following:

3.1. School Resource Officers. The OCSO shall assign one (1) full-time Deputy Sheriff to each of the following schools to serve as a School Resource Officer ("SRO"): North Oconee High and Oconee County High. The duties of an SRO shall include the following:

(a) *Instruction.* An SRO shall provide classroom instruction and act as a resource for information for School System students, faculty and staff concerning law enforcement topics.

(b) *Investigations.* An SRO may assist with non-campus investigations related to juveniles who attend the school to which the SRO is assigned.

(c) *Law Enforcement.* An SRO may take emergency law enforcement action when required by law; provided, however, that the Principal of the school shall be notified of such action as soon as practicable.

(d) *Traffic Control.* An SRO shall assist in traffic control during the arrival and departure of students.

(e) *Absence of an SRO.* The Sheriff's office shall provide a fill in SRO for absences of the school's assigned SRO.

3.2 *Application and Appointment Process.* The Sheriff, based on criteria to be mutually established by the Sheriff's Office and the Oconee County School System, shall appoint SROs. Upon request, Appropriate School System personnel may participate in any interviews of prospective SRO candidates. SROs will be sworn and certified law enforcement officers and will possess, at a minimum, the following qualifications:

1. Two (2) years of experience as a sworn and certified law enforcement officer.
2. Must have successfully completed the Patrol Field Training Program.
3. Must attend Georgia Public Safety Training Center (GPSTC) School Resource Officer Training within one year of assignment as SRO.
4. Demonstrate ability to work well with young people and educators.
5. Ability to prepare and present lesson plans on law enforcement related topics.
6. Ability to analyze complex problems and situations and to adapt quick, effective and reasonable courses of action in such situations.
7. Ability to communicate clearly and effectively, both orally and in writing.
8. Knowledge of the boundaries and geography of Oconee County.
9. Knowledge of basic first aid and cardiopulmonary resuscitation (CPR) techniques.
10. Skills in the use of communications equipment, photographic equipment and other equipment typically used by law enforcement agencies.
11. Skills in interpersonal relations.

3.3 Scheduling. Program Officers shall be scheduled in accordance with the following:

3.3.1. Working Hours. Program Officers shall serve OCS on a full-time basis, i.e., from one-half (1/2) hour prior to the start of classes until one-half (1/2) hour after classes are dismissed, although a Program Officer's working hours may be adjusted on a situational basis, with the prior consent of the Sheriff, in order to cover campus-related activities which require the presence of a law enforcement officer.

3.3.2. Temporary Reassignment. The OCSO may temporarily reassign Program Officers when school is not in session and during periods of law enforcement emergency.

3.3.3 Overtime. Program Officers may not work overtime hours without the prior approval of the OCSO. Overtime work will be paid in accordance with OCSO policies. Program Officers shall neither expect nor accept any additional compensation for overtime work directly from the OCS.

3.4 Employment Status. Program Officers shall be and remain employees of the OCSO and shall not be OCS employees. Program Officers shall remain responsive to the supervision and chain of command of the OCSO. The OCSO shall remain solely responsible for the Program Officers' hiring, firing, training, discipline and/or dismissal. The OCSO agrees to pay the salary and employment benefits of the Program Officers in accordance with the applicable salary schedules and employment practices of the OCSO, including but not limited to: sick leave, annual leave, retirement compensation, workers compensation, unemployment compensation, life insurance, medical and dental insurance. The Program Officers shall be subject to all other personnel policies of the OCSO.

3.5 Removal and Replacement Process. Program Officers may be removed and replaced in accordance with the following:

3.5.1. Removal for Cause. If the Principal, in consultation with the Superintendent's designee, requests that an SRO be removed from the school (1) because the SRO is not effectively performing the duties of the SRO or (2) because the SRO has engaged in unprofessional conduct, OCSO will replace the SRO in accordance with 3.5.3.

3.5.2. Discretionary Removal. The OCSO reserves the right to dismiss or reassign a Program Officer when it is deemed to be in the best interests of either OCS or the OCSO.

3.5.3. Replacement. In the event of a resignation, dismissal, reassignment, removal, or long-term absence of a Program Officer, the OCSO shall provide a temporary replacement for the Program Officer as soon as

possible, but not more than five (5) school days after receiving notice of such absence, dismissal, resignation, removal or reassignment. As soon as practicable, the OCSO shall provide a permanent replacement for the position.

Section 4. Duties and Responsibilities of Program Officers. In addition to those duties and responsibilities specifically provided for in Section 3.1 above, Program Officers shall have the following duties and responsibilities:

1. SROs will adhere to the policies of the school district, the Oconee County Sheriff's Office, and all other legal requirements when performing their duties here-under.
2. Provide School System students, faculty, staff and visitors with the opportunity to meet and interact with a law enforcement officer in a non- confrontational setting.
3. Act as a deterrent to crime in School buildings, on School grounds, and in communities surrounding Schools, not only through their uniformed presence, but also by developing positive relationships with School System students, faculty and staff, and the communities surrounding the Schools.
4. Provide for the safety and security of School Systems students, faculty, staff and visitors.
5. SROs will assist in coordinating and implementing the subject school safety plan in order to provide for all possible school emergencies.
6. Participate in at least one (1) parent/teacher organization meeting each Regular Academic Session at each of the SRO's assigned Schools, primarily for the purpose of explaining the SRO Program to parents of School System students.
7. Make themselves available, as time permits, for conferencing with students, parents and faculty members in order to assist them with issues of a law enforcement and crime prevention nature.
8. Assist the Sheriff's Office Criminal Investigations Division in the investigation of crimes that occur on School System grounds during normal School hours.
9. Enforce the laws of the State of Georgia.
10. Communicate with School administrators about law enforcement concerns on School System grounds.
11. Communicate with the appropriate government agency concerning any suspected child abuse, as required under the mandated reporter law (O.C.G.A. 19-7-5).
12. As needed, conduct formal interviews of School System students. The SRO shall adhere to the Sheriff's Office and School System administrative policies regarding such interviews. Whenever possible, such interviews should be audio/video taped.
13. Assist all local, state and federal law enforcement agencies conducting interviews, arrests or other actions related to the School System. The SRO will follow School System policies concerning such incidents.
14. Maintain a monthly written or digital incident/activity report. This log will include all investigations, arrests, classroom instruction, interviews, hours worked and any other important information regarding the SRO's activities during the

month. This report will be sent to the Patrol Division Commander, with a copy being maintained by the SRO.

15. No SRO will be involved in the School System's disciplinary or truancy processes. The disciplining of students for violations of School System policies is solely the responsibility of the School System. A School principal may contact the SRO if he/she believes that an incident involves a violation of Georgia Law, after which the SRO shall determine whether a law enforcement response is appropriate. SROs are not to be utilized by the School System for enforcing violations of School System policies or monitoring duties of School System administration.
16. Maintain a "zero tolerance" policy on all criminal gang activities, illegal drug activities, and weapons on School System grounds. Criminal charges will be filed by the SRO as appropriate and case files sent to the courts of proper jurisdiction.
17. The SRO will attend School System administration meetings when requested and/or as appropriate.
18. In the event a disagreement arises between school principal and the SRO as to the proper course of action, the Superintendent, and the Sheriff shall be contacted immediately so that an appropriate resolution can be reached as quickly as possible.
19. At the beginning of each school year, the Sheriff, or their designee, shall meet with the principals of each school and the School District Superintendent, or their designee, to review the duties and responsibilities of the SROs and to discuss the expectations of the school administration. The SROs and/or the Sheriff, or their designee, shall meet with the Superintendent or other members of the Superintendent's designated leadership team as needed to discuss the status of the Program.

Notwithstanding the foregoing, Program Officers shall not be used by OCS as school disciplinarians; provided, however, that a Program Officer may be contacted regarding incidents believed to be in violation of the law, and the Program Officer shall then determine whether law enforcement action is appropriate. Program Officers shall also not be used for regularly assigned monitoring duties, including but not limited to lunchroom, hallway, carpool, or bus monitoring duties.

Section 5. Compensation. The OCSO shall be compensated by OCS in the total amount of \$ _____ annually for the services to be performed under this Agreement. Not less than sixty (60) days prior to the expiration of this Agreement, the OCSO shall inform OCS of any additional compensation it is requesting for the subsequent term. Compensation owed to the OCSO by OCS shall be paid in accordance with the Payment Schedule attached hereto as Exhibit "A" and incorporated herein by reference.

Section 7. Termination. Either party may terminate this Agreement for any reason whatsoever with sixty (60) days prior written notice to the other party. In the event of such termination by OCS, the Program Officers will be immediately reassigned by the OCSO and, if

the termination is not for cause, OCS shall immediately pay any remaining funds due to the OCSO for the remainder of the school year. In the event of termination by the OCSO, OCS shall compensate the OCSO for all services provided up to the date of termination.

Section 8. Assignability. This Agreement may not be delegated or assigned by either party and any purported delegation or assignment of this Agreement (or rights hereunder) is void unless prior written consent of the other party has been obtained.

Section 9. Entire Agreement. This Agreement incorporates all prior negotiations, interpretations, and understandings between the parties and is the full and complete expression of their Agreement.

Section 10. Modifications. Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be in writing and signed by both parties.

Section 11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia.

Section 12. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which counterparts together shall constitute but one and the same instrument. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in and be of full force and effect, without giving effect to such unenforceable provision. Time is of the essence hereof. The section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement as of the Effective Date.

EXHIBIT "A"

OCS shall pay in full the amount set forth in Section 5 of the Agreement in a lump sum payment at a time mutually agreeable to the parties. Notwithstanding the foregoing, said payment must be made prior to the end of the applicable school year.

DRAFT

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE OCONEE COUNTY SHERIFF'S OFFICE
and
THE OCONEE COUNTY SCHOOL DISTRICT
for
THE SCHOOL RESOURCE OFFICERS

FY 25 MOU

TWO (2) DEPUTY SHERIFF'S trained as SRO's to provide law enforcement services for:
TWO (2) HIGH SCHOOLS (North Oconee High and Oconee County High)

FY 25 MOU COMPENSATION

The OCSO will be compensated by OCS for the amount of **\$00,000.00** PER DEPUTY SHERIFF. The total compensation for TWO (2) DEPUTIES will be **\$000,000.00**.

FY 26 MOU

The contracted agreement between OCS and OCSO will be entered into effect **FOR THE FOLLOWING 2025-2026 SCHOOL YEAR.**

TWELVE (12) DEPUTY SHERIFF'S trained as SRO's to provide law enforcement services for:

TWO (2) HIGH SCHOOLS (North Oconee High and Oconee County High)

THREE (3) MIDDLE SCHOOLS (Dove Creek Middle, Malcom Bridge Middle, Oconee Middle)

SEVEN (7) ELEMENTARY SCHOOLS (Oconee Primary, Oconee Elementary, Colham Ferry Elementary, Dove Creek Elementary, High Shoals Elementary, Malcom Bridge Elementary, Rocky Branch Elementary)

FY 26 MOU COMPENSATION

OCS will compensate the OCSO for the amount of **\$00,000.00** PER DEPUTY SHERIFF. The total amount of compensation for TWELVE (12) DEPUTIES will be **\$000,000.00**.