

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

CONTRACT AGREEMENT
2023-74

THIS CONTRACT AGREEMENT ("Agreement") is effective as of the 1st day of July 2023, by and between the BEAUFORT COUNTY SCHOOL DISTRICT (the "BCSD") and the TOWN OF BLUFFTON (the "Town") and its BLUFFTON POLICE DEPARTMENT (the "Bluffton PD"), (collectively, the "Parties").

WHEREAS, the BCSD and the Town desire to set forth in this Agreement the specific terms and conditions of the Bluffton School Resource Officer ("SRO") program and the services to be performed for and provided to the BCSD by Bluffton PD; and

WHEREAS, the BCSD and the Bluffton PD recognize the benefits of the SRO program to the citizens of Beaufort County, and particularly to students, parents, and staff of the BCSD; and

WHEREAS, the BCSD desires to have the Bluffton PD provide SRO services to the schools identified below; and

WHEREAS, it is in the best interests of the BCSD, the Town, the Bluffton PD, and the citizens of Beaufort County to establish and maintain an SRO program as hereinafter described; and

WHEREAS, the Parties agree and understand the State of South Carolina implemented regulations governing SROs and the services provided to public schools by SROs; and

WHEREAS, the Parties agree all prior SRO Agreements, contracts, memoranda, and Amendments are hereby incorporated into this Agreement.

- 1. INCORPORATION OF STATE REGULATIONS.** The Parties agree to incorporate herein and to be bound by the State regulations in effect as of the date of this Agreement and as may be amended from time to time.
- 2. EXPECTATIONS FOR SROs IN BCSD SCHOOLS.** The BCSD school campuses are learning environments where BCSD students are prepared for success in college, careers, and citizenship. SROs are necessary to provide law enforcement and police services to assist in providing a safe learning environment. SROs shall act in accordance with policies and procedures of the Bluffton PD to enforce state laws and county and municipal ordinances.
- 3. SRO DEFINED.** An SRO, as defined in South Carolina Code Annotated Section 5-7-12, shall be a sworn law enforcement officer, pursuant to the requirements of any jurisdiction of South Carolina, who has completed the basic course of instruction, as provided or recognized by the National Association of School Resource Officers or the South Carolina Criminal Justice Academy, and who is assigned to a BCSD school to

have as a primary duty the responsibility to act as a law enforcement officer, advisor, and teacher in such school.

4. An SRO who is a Class I Police Officer has statewide jurisdiction to arrest any persons committing crimes in connection with a school activity or school-sponsored event. An SRO who is a Class III Police Officer has jurisdiction to arrest any persons committing crimes in connection with school activity or school-sponsored events on campus only.

5. RIGHTS AND DUTIES OF THE BLUFFTON PD.

A. Number and Assignment of School Resource Officers.

1. The Bluffton PD shall assign no fewer than one (1) regularly employed, fully trained, and fully equipped school resource officer to:
 - a. Bluffton High School
 - b. Bluffton Middle School
 - c. H. E. McCracken Middle School
 - d. May River High School
 - f. River Ridge Academy
2. The Bluffton PD shall assign a supervisor during the BCSD regular school year for students to oversee the law enforcement officer(s) assigned to the school and to perform scheduled and non-scheduled visits to the school.
3. The Bluffton PD shall provide mid-year and year-end reports of calls for services and criminal incidents occurring on BCSD property to the Superintendent, or his/her designee. The reports shall include trend data with a narrative explanation.
4. The Bluffton PD shall be responsible for making salary and fringe benefits payments of an assigned SRO in accordance with Bluffton salary schedules and employment practices.
5. The Bluffton PD shall provide Worker's Compensation for the SRO when assigned and on extra-duty assignments in the BCSD.

B. Regular Duty Hours of School Resource Officers.

1. The schools listed in Section 4.A.1. shall have no fewer than one (1) SRO assigned on a full-time basis during the regular school year, on duty for no less than eight (8) hours a day. In the event an assigned SRO shall be required to attend court or training, the Bluffton PD shall provide coverage, both the extent possible and practicable by the SRO and by the Bluffton PD. Any SRO may be temporarily reassigned by the Bluffton PD during school holidays and summer vacations or during a law enforcement emergency.

2. In cases of emergency or unusual circumstances, in the joint discretion of the Bluffton PD Chief, or his or her designated representative, and BCSD Superintendent, or his or her designated representative, an SRO may be temporarily assigned such duties at the elementary school level to insure the continued physical and psychological well-being of students. A record shall be kept of the dates of such temporary assignments and circumstances warranting. This record shall be made part of the reports required by this Paragraph 4.

C. Roles and Duties of School Resource Officers.

1. Law Enforcement Officer. As sworn law enforcement officials, SROs have a major role in campus security. SROs shall not only be called to respond to criminal incidents, but also to assist in emergency crisis planning, building security, and training school personnel on handling crisis situations. SROs shall be called immediately to handle school disturbances by persons who are not students that willfully interfere with, disrupt or disturb the normal operations of the school.
2. Law-Related Educator and Instructional Responsibilities. Teachers and staff shall utilize SROs within the classroom to help design and present law-related topics regarding the role of law enforcement in our society. Each SRO shall act as an instructor for specialized, short-term programs at all schools, when invited to do so by the Principal or a member of the faculty. Each SRO shall act in the capacity of law enforcement, teacher and counselor for Public Safety classes.
3. Community Liaison. Principals shall encourage SROs' visibility within the school community, as well as attendance and participation at school functions, to build working relationships with school personnel, students, and parents.
4. Positive Role Model. SROs shall be positive role models and may be used to promote the profession of law enforcement as a career choice for students. School administrators shall support positive interactions between SROs and students on school campuses.
5. Additional Duties and Responsibilities of SROs.
 - a. SROs shall coordinate all their activities and programs within the school with the Principal or his/her designee and shall seek and receive approval and guidance prior to enactment.
 - b. SROs shall develop expertise in presenting various subjects to students. Such subjects shall include a basic understanding of state laws, the role of the law enforcement officer, and his/her duties. A program evaluation form shall be distributed to all students and the teacher after each session by the SRO. This information shall be kept on file by each SRO or by the Bluffton PD and shall be subject to review by the BCSD and the Bluffton PD.

- c. SROs shall encourage individual and small group discussion with students based on material presented in class to further establish rapport with the students.
- d. When requested by a Principal, an SRO shall attend parent/faculty meetings to solicit support and understanding of the SRO program.
- e. SROs shall make themselves available for conferences with students, parents, and faculty members to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained during these conferences shall be governed by Title 63 of the South Carolina Code of Laws (the South Carolina's Children's Code) and shall not be disclosed except as allowed and or required by law.
- f. SROs shall become and be familiar with community agencies offering assistance to youth and their families, including but not limited to mental health clinics and drug assistance centers. SROs shall make referrals to such agencies when necessary, thereby acting as a resource person to students, parents, faculty, and staff of the School.
- g. SROs shall assist Principals in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student arrests.
- h. Should it become necessary to conduct formal police interviews with the students, the SRO shall inform the Principal or his/her designee and shall adhere to law enforcement policies and procedures and legal requirements regarding such interviews.
- i. SROs shall take law enforcement action as required. SROs shall take law enforcement action as required against intruders and unwanted guests who may appear at a school and/or related school functions, to the extent SROs may do so under the authority of law. As soon as practicable, SROs shall make the appropriate Principal aware of such action.
- j. SROs shall assist other law enforcement officers in matters regarding his/her school assignment, whenever necessary. SROs shall, whenever possible, participate in and/or attend school functions as they relate to their duties.
- k. SROs shall maintain detailed and accurate records of the SRO Program on a weekly basis and shall forward the same to SRO supervisors, who shall forward copies to the Superintendent and/or his/her designee.

D. Student Discipline Functions of SROs.

1. SROs shall not act as school disciplinarians and shall not ordinarily be requested or permitted to intervene in school discipline matters. Discipline of BCSD students is a school and BCSD responsibility.
2. SROs shall be called only in situations when a student's behavior has exceeded the level of disruptive student behavior, as determined by the appropriate school administrator and as based on the BCSD administrative regulation when the student's behavior amounts to a Level III violation for which law enforcement involvement is required. SROs shall be called when conduct rises to the level of criminality or when the conduct presents an immediate safety risk to one or more persons.
3. When law enforcement referrals are required, the SRO shall be the first line of contact for local law enforcement to ensure the matter is resolved expeditiously to decrease significant interruption to the learning process.
4. SROs are not to be used for regularly assigned lunchroom duties, hall monitoring, or other monitoring duties.
5. In cases of contested expulsions, the Bluffton PD shall provide case information and/or testimony to the Superintendent and/or his/her designee, and shall, upon request of the BCSD Board of Education and/or the Superintendent, or his/her designee, appear and testify at the hearing.
6. SROs shall accompany a Principal and/or his/her designee to deliver expulsion documents to students and/or parents, should the Principal and/or his/her designee believe his/her safety may be in jeopardy when served in the Town of Bluffton.

E. General Provision for Visitors, Employees, and Unauthorized Persons. Students deserve school environments safe and conducive to learning. Visitors and employees shall not disrupt the learning environment or school activity inappropriately or unlawfully. State law mandates it is unlawful to willfully or unnecessarily interfere with or disturb school, loiter about a school, or act in an obnoxious manner while at a school. An SRO should be called immediately to handle a disturbance or emergency regarding a visitor or employee who disrupts the learning environment or school activity as defined in S.C. Code Ann. Section 16-17-420.

5. **EXTRA-DUTY ASSIGNMENTS.** Upon approval by the Bluffton PD's Chief, the BCSD and its schools shall utilize the Bluffton PD and its officers for extra-duty assignments provided Bluffton PD officers are available for extra-duty assignments. The BCSD shall pay the Bluffton PD's extra-duty assignment hourly rate as set in **Exhibit A**, attached. In the event the Town and/or Bluffton PD allow Bluffton PD officers to have extra-duty assignments with payment at the extra-duty hourly rate, the rules, procedures, and rates for extra-duty assignments of Bluffton PD officers shall be set forth in the attached.

- A. Upon request of the Principal and/or his/her designee, an SRO may accompany students, coaches, and other school personnel from her/her assigned school to an event away from

the assigned school to provide private security. Payment for the SRO shall be as set forth in the attached. Payment shall be provided by the school requesting the SRO services.

- B.** BCSD may request SROs and other Bluffton PD officers provide law enforcement, security, and crowd control services for extracurricular events, including but not limited to sporting events, carnivals, promos, graduations, overnight trips, dances, and drama productions so long as they shall be paid the hourly rate set forth in the attached. Payment shall be provided by the school requesting the law enforcement services.
- C.** The Parties, or their designated representatives, shall confer regarding the number of officers required and the number of work hours required for each such extracurricular event. BCSD shall pay to the Bluffton PD the hourly rate set forth in **Exhibit A** for no less than a minimum of two (2) hours per officer per event.
- D.** The hourly amount documented in **Exhibit A** may only be updated annually prior to the start of a new school year, and shall be documented in a written amendment to the Agreement.
- E.** The Parties agree and understand that requests for services must be cancelled by BCSD, or its designated representative, no later than 24 hours prior to the scheduled extracurricular event. The Bluffton PD may make exceptions to this cancellation notice requirement in special circumstances or for good cause. Failure to comply with the cancellation notice shall require BCSD to pay for two (2) hours of service per officer.
- F.** The Town shall be responsible for paying its officers for any work performed pursuant to this section. The Parties agree and acknowledge that at no time shall any officer of the Bluffton PD become an agent of BCSD. Any officers utilized pursuant to this section by BCSD shall at all times be independent contractors.

6. PROGRAM GOALS AND EVALUATION. The Parties shall develop program goals and objectives for the SRO program. The goals and objectives shall follow and be consistent with the BCSD action plan for a safe school climate. SROs shall be active law enforcement officials on campuses, classroom instructors, and resources for teachers, students, and parents. SROs shall be active in conferences, counseling, and referrals regarding students. Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained. The Bluffton PD shall evaluate the effectiveness of the SRO program and report annually to the BCSD no later than July 31 of each calendar year.

7. BCSD REQUIREMENT TO CONTACT LAW ENFORCEMENT WHEN CRIMINAL CONDUCT (LEVEL III) OCCURS. Criminal conduct is defined as those activities engaged in by student(s) which result in violence to oneself or another's person or property or which pose a direct and serious threat to the safety of oneself or others in the school. Upon observation or notification and verification of a criminal offense or conduct that presents an immediate safety risk to one or more people requiring a law enforcement referral, BCSD school administrators must

contact the SRO who shall be the first line of contact for local law enforcement to ensure that the matter is resolved expeditiously to decrease significant interruption to the learning process.

8. RIGHTS AND DUTIES OF BCSD. BCSD shall provide to the full-time SRO of each school the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to an air-conditioned and properly lighted private office. This office shall contain a telephone which may be used for general business purposes.
- B. A location for files and records which can be properly locked and secured within the office.
- C. A desk with drawers, an office chair, work table, filing cabinet, office supplies, and computer with monitor and printer.

9. EMPLOYMENT STATUS OF THE SRO. SROs shall be and remain employees of the Bluffton PD and or the Town and shall not be employees of BCSD. The Parties acknowledge the SROs are law enforcement officers who shall uphold the law under the direct supervision and control of the Bluffton PD. SROs shall be and remain responsible to the chain of command of the Bluffton PD.

10. APPOINTMENT OF SROs. The Bluffton PD shall be responsible for recruiting, interviewing, and evaluating SROs, who shall serve at the pleasure of the Bluffton PD Chief. BCSD shall be afforded input into the evaluation of the SROs assigned to the school and shall make any information regarding SRO performance known and available to the Bluffton PD.

11. REASSIGNMENT/RESIGNATION/DISMISSAL OF SROs.

- A. In the event the Principal of the school to which an SRO is assigned believes the assigned SRO is not effectively performing his/her duties and responsibilities, the Principal shall notify the Superintendent or his/her designee regarding the concerns. The Parties so desire, they may meet to resolve the issues. If, within a reasonable amount of time after the meeting, the issues remain unresolved, or in the event the Chief or his/her designee does not desire a meeting because of the conduct or issues expressed the School, the SRO shall be reassigned from the school and a replacement shall be obtained.
- B. The Bluffton PD may dismiss or reassign an SRO based upon the Bluffton PD's rules, regulations, and/or general orders and when it is in the best interest of the citizens of Beaufort County.
- C. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of extended absences by an SRO, the Bluffton PD Chief shall make his/her best efforts to assign a temporary replacement for the SRO, and within thirty (30) school days of receiving notice of such extended absence, dismissal, resignation, or reassignment, a replacement shall be assigned.

12. ACCESS TO EDUCATIONAL RECORDS.

- A. BCSD agrees to allow an SRO assigned to a school to inspect and copy any public records maintained by the school, including student directory information.
- B. Assigned SROs and other Bluffton PD officers may not inspect and/or copy confidential student education records except in situations where immediate disclosure is necessary to protect the health and safety of students or other individuals.
- C. In the event the disclosure of confidential student education records is required in an emergency to protect the health or safety of the student or other individuals, BCSD representatives shall disclose to the SRO or Bluffton PD officer only such information necessary for the officer to respond to the emergency situation.
- D. In the event the Bluffton PD seeks confidential student records and no emergency situation exists, the BCSD shall release the requested confidential student record in accordance with the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations.
- E. Assigned SROs and BCSD officials may otherwise share a student's confidential education records and juvenile records in accordance with State and Federal law.

13. SURVEILLANCE CAMERAS AND VIDEO RECORDINGS.

- A. The Parties, by and through Principals, Assistant Principals, and SRO assigned to the school to be served herein, shall jointly operate and monitor the school surveillance cameras to anticipate, prevent, or monitor possible violations of applicable law and BCSD policies and/or administrative regulations.
- B. BCSD shall own, place, and maintain surveillance cameras placed in or upon BCSD property.
- C. BCSD shall provide notice to employees, parents, and students that video surveillance occurs on BCSD property.
- D. Any recording made by a surveillance camera, on tape or digitally, shall be considered a public record as defined by applicable South Carolina law, subject to the following limitations:
 - 1. If not copied to DVD or other medium for use in conjunction with a school disciplinary proceeding or a criminal investigation, surveillance videos shall be maintained within the surveillance camera/computer system for the length of time such camera or system allows based on memory limitations.
 - 2. In the event a surveillance video recording is used or intended for use as evidence in a student disciplinary proceeding, the video recording shall be considered a confidential student record in accordance with FERPA and its implementing regulations.

3. BCSD agrees to provide the Bluffton PD with access to school surveillance videos for the purpose of investigating or prosecuting criminal misconduct and for the purposes of copying such videos pursuant to such investigations and prosecution in accordance with applicable State and Federal law, including but not limited to FERPA.

14. COMPLIANCE WITH LAW - LAW ENFORCEMENT PERMISSIONS.

- A. Uniformed law enforcement officers, as defined in S.C. Code of Laws § 23-24-10, may wear their uniforms and use their weapons and like equipment while performing private jobs in their off-duty hours with the permission of the law enforcement agency and governing body by which they are employed. The Bluffton PD certifies that its Class I officers may fulfill any off-duty services as contemplated and described herein and its Class III officers may fulfill any off-duty services at their respective, assigned schools, for overtime so long as it is pre-approved.
- B. The Bluffton PD has determined that the off-duty services to be provided by its officers as contemplated and described herein are approved, the proposed off-duty services are not of such a nature as are likely to bring disrepute on the Bluffton PD, the officer, or the law enforcement profession, and the performance of such duties and the use of agency equipment is in the public interest.

15. **GOOD FAITH.** The Parties, and their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions shall be resolved by negotiation between the Superintendent and the Chief, and/or their designees. Any recommended changes or modifications shall be reviewed by the Bluffton PD Chief and the Superintendent, or their designees, and any recommendations to the Agreement shall be submitted in writing.
16. **TERM.** This Agreement shall be effective from the 1st day of July 2023, through 11:59 PM on the 30th day of June 2024 (the "Initial Term"). This Agreement shall automatically renew for one (1) successive calendar year at a time beginning at the first day of July and concluding on the following 30th day of June subject to periodic amendments to the compensation paid by the BCSD and other terms as may be mutually agreed upon by the Parties. The Initial Term and any renewal terms shall be collectively referred to as the "Term". Each party reserves the right not to renew or to terminate this Agreement, effective at the conclusion of an annual Term, by providing written notice to the other no later than April 1 of any term.
17. **COMPENSATION.** BCSD shall pay 75% of salary, benefits, equipment, vehicle and uniform costs generally, with the exception of any positions funded by state grant. See Exhibit A for the apportionment for the current fiscal year.
18. **NOTICES.** All notices and communications under this Agreement shall be in writing and shall be deemed to be properly given upon the first to occur of the following: (i) upon receipt by the party to whom such communication is being given including via email; or (ii) three (3) business

days after being duly deposited in the United States mail, certified or registered, return receipt requested and addressed as follows:

To the Town:
Stephen Steese, Town Manager
ssteese@townofbluffton.com
20 Bridge Street
PO Box 386
Bluffton, SC 29910

To the Beaufort County SD
ATTN: Chief Financial Officer
Post Office Drawer 309
Beaufort, SC 29901

With a copy to:
ATTN: General Counsel
Post Office Drawer 309
Beaufort, SC 29901

19. **INDEPENDENT CONTRACTORS.** BCSD and the Bluffton PD are independent of one another and shall have no other relationship. Neither Party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.
20. **COMPLIANCE WITH BCSD RULES AND REGULATIONS.** The Bluffton PD certifies its SROs shall comply with BCSD Administrative Regulations HRS-8, Drug-Free Workplace, and HRS-9, Tobacco-Free Workplace, as may be from time to time amended and which are incorporated herein by reference.
21. **COMPLIANCE WITH STATE REGULATION.** The Parties agree this Agreement complies fully with S.C. Code of Regulations 43-210. Upon final execution, BCSD shall provide a copy of this Agreement to the Town of Bluffton which shall be responsible for providing a copy to the Bluffton PD, who shall provide to the SROs. The BCSD shall provide a copy of this Agreement to school administrators and review its contents with them prior to the start of every school year.
22. **AMENDMENTS.** Any changes to this Agreement which are mutually agreed upon between the Parties shall be incorporated in a written amendment to this Agreement and shall not become effective until the amendment is signed by both Parties.
23. **ENTIRE AGREEMENT.** This document constitutes the entire agreement between the Parties. BCSD grants the Town all access rights and other rights necessary for the Town to perform its obligations under this Agreement. This Agreement is independent of any other agreements between the Parties.
24. **NON-DISCRIMINATION.** BSCD does not discriminate against any individual on the basis of race, religion, gender, gender identity, sexual orientation, sex, pregnancy, childbirth, or any related medical conditions, color, physical or mental disability, age (40 or older), ancestry, genetic information, national origin, or any other applicable status protected by Title VI, Title VII, Title IX or any other local, state, or federal law.

- 25. GOVERNING LAW.** Any dispute, claim, or controversy relating to this Agreement and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina.
- 26. EXPENSES.** Each Party shall bear and be responsible solely for its own costs and expenses necessary to comply with this Agreement.
- 27. SEVERABILITY.** Should a court of competent jurisdiction rule any portion of this Agreement invalid, null, or void, that fact shall not affect or invalidate any other portion or section of this Agreement and all remaining portions and sections of this Agreement remain in full force and effect.
- 28. MERGER.** This Agreement constitutes a final written expression of the Terms herein to be signed by the Parties' duly authorized officers.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as set forth below.

BEAUFORT COUNTY SCHOOL DISTRICT

BY: _____
Frank J. Rodriguez, Ph.D.
Superintendent

BY: _____
Stephen Steese
Town Manager

EXHIBIT A
COSTS

Annual Costs for School Fiscal Year 2023/2024		
75%	25%	100%
\$373,888.00	\$124,629.33	\$498,517.33

In accordance with Paragraph 17, Beaufort County School District reimburses Town of Bluffton 75% of salary, fringe benefits, vehicle costs, uniforms and equipment costs for the SROs listed in Paragraph 4. This is not inclusive of grant-funded SROs nor separate arrangements for extra-duty assignments, which are paid at 100% of the hourly rate and covered by Paragraph 5.

Extra-duty assignment hourly rate (requires 2 hour min)	\$52.50 per hour
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Salary is subject to annual increases as determined by Bluffton PD. Fringe benefits are subject to annual increases as determined by the South Carolina Public Employee Benefits Administration. An increase in costs will be presented prior to the start of the school year as a written amendment to the Agreement.