

**Agreement Between
The City of Dalton, Georgia
And
The Dalton Board of
Education For
The School Resource Officer
Program**

This Agreement made and entered into this ____ day of _____, 2023 by and between THE CITY OF DALTON, GEORGIA (the “City”) and THE DALTON BOARD OF EDUCATION (the “Board”) pursuant to O.C.G.A. §20-2-1183.

GOALS AND OBJECTIVES

1. Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
2. Maintain a safe and secure environment on campus, which will be conducive to learning.
3. Promote positive attitudes regarding the role of law enforcement in society.

A. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER

1. The City shall cause the DALTON POLICE DEPARTMENT (the “Department”) to provide seven (7) School Resource Officers (“SROs” or “SRO,”) one of which is to be an SRO Sergeant, to Dalton Public Schools, as resources are available. These officers shall primarily serve at Dalton Public Schools.
2. The Department shall coordinate with the Board on the selection of the SROs and assignment of the officers to the schools. The SROs’ chain of command shall be the Department’s supervisory system on all law enforcement matters. The Department shall retain the responsibility for hiring, training, assigning, disciplining, and dismissing SRO personnel, as required. For non-law enforcement issues, SROs shall work with their assigned school principal and the Dalton Public School System Safety and Transportation Coordinator for the school system, but the SROs’ supervisor shall be the supervisor assigned to the SROs by the Department (the “SRO Supervisor”).
3. In the event an SRO is absent from work, the SRO shall notify the SRO Supervisor and the principal at the school to which he/she is assigned. The Department shall use its best efforts to assign an SRO alternate but shall give primary consideration to the public safety of the City in determining if police personnel are available for SRO duty.
4. The Department shall maintain records relating to the attendance, salary, and any other associated costs for SRO services and provide a copy of said records along with each reimbursement request submitted to the Board. In addition, the records may be provided at any time to the Board upon such a request.

B. HOURS AND SPECIAL EVENTS

1. The SROs shall be assigned as follows: One officer will be assigned to serve Dalton High School, one officer will be assigned to serve Dalton Junior High School, one officer will be assigned to serve Hammond Creek Middle School, and one officer will be assigned to serve The Dalton Academy. Two officers will be assigned to serve the elementary schools. The SRO Sergeant will serve as a floater for all city schools and will respond to assist SROs, as needed. The SROs shall coordinate schedules with their school principals, the Safety and Transportation Coordinator, and the SRO Supervisor. The SROs shall be on-duty at their assigned schools thirty minutes prior to the start of school and thirty minutes after school dismissal or times arranged with an individual school's administration and approval by the Department and the Board. During regular hours, SROs may be off campus as needed or required by their duties. The SROs shall notify their school principals and the SRO Supervisor when they will be off of the school campus as needed or required by their duty.
2. The Department shall pay overtime for the SROs working special events that are authorized by the SRO Supervisor.
3. SROs that enter contractual agreements directly with the Board for coaching duties, after school programs, athletic events, or teaching shall be paid directly by the Board for such duties.
4. All SROs shall wear an approved Department uniform and shall carry their duty weapons while at school, unless authorized otherwise by the SRO Supervisor.

C. DUTIES OF THE SCHOOL RESOURCE OFFICERS

1. The SROs may assist their principals and the Safety and Transportation Coordinator in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on the school campus. Principals and the Safety and Transportation Coordinator shall have ultimate responsibility for preparation and implementation of emergency operations policy. The SROs may advise school officials in declaring an emergency or lockdown situation. Principals and the Safety and Transportation Coordinator shall have ultimate responsibility for declaring an emergency or lockdown situation, pursuant to Board policy.
2. The SROs may present programs on various topics to students and faculty. Subjects may include, but are not limited to, a basic understanding of the law, role of law enforcement, drug awareness, anger management, the mission of law enforcement, gang education, and familiarization of weapons in a school environment.
3. The SROs are encouraged to interact with students on an individual basis and in small groups to foster a positive relationship between students and law enforcement.
4. The SROs shall make themselves available for conferences involving teachers, parents, and faculty, upon request by school officials.
5. Upon the request of a school principal or the Safety and Transportation Coordinator, the SROs shall take all necessary and appropriate law enforcement action against intruders, unwanted guests, or unruly persons who may appear at the school or related school functions.

6. Upon request of a school principal or the Safety and Transportation Coordinator, the SROs shall conduct investigations of crimes, which occur at their assigned schools, and use other resources, if needed, for follow-up investigations. When requested by the Safety and Transportation Coordinator, SROs may conduct investigations at other sites, with the approval of the Department.
7. After a principal has conducted a search, locates contraband, and requests assistance, the SROs shall follow the Board's policy for the confiscation of any items or substances that, while not illegal, are not allowed on school property. The SROs shall follow the Department's policy for the seizure of any illegal items, drugs, or substances from students on school property.
8. The SROs shall follow the guidelines of state law, Board policy, and Department policies and procedures in regard to investigations, interviews, and searches relating to juveniles.
9. The SROs shall be granted unlimited access to the buildings and grounds of their assigned school in the regular performance of their duties. School principals may limit access to areas of buildings and grounds, if good reasons exist.
10. Upon the request of a school principal or the Safety and Transportation Coordinator, the SROs may observe any questioning by school staff of students suspected of violating Board policy and/or local or state law.
11. The SROs shall execute an acknowledgment form, prepared by the Board, of SROs' responsibilities for safeguarding student information under FERPA.
12. The SROs shall enforce criminal law and protect students, staff, and the public against criminal activity. The SROs shall not be responsible for enforcing school discipline, truancy, violations of student code of conduct, or school rules that are not violations of criminal law.
13. The SROs shall routinely submit an activity report to school principals and the SRO Supervisor. Said report shall include a description of the activities engaged in by the SROs, number of student-related incidents, number of parent incidents, type of incident or criminal activity, number of arrests and related charges, number of searches and items seized, and any other data agreed to by the principals and the SRO Supervisor.

D. RIGHTS AND DUTIES OF THE BOARD

1. The Board agrees to reimburse the City for 75% of the personnel and associated costs for the SROs (including the SRO Supervisor), an estimate of which is set forth on Exhibit "A" and incorporated herein by reference (the "Costs"); provided however, nothing in this Agreement shall limit the Costs to those estimates set forth on Exhibit "A." The Board shall be responsible for 75% of the Costs even if the Costs exceed the budgeted amounts. The Board shall be billed semi-annually for such Costs, in February and August during the term. The invoice shall be due and payable within 30 days of the Board's receipt thereof. In addition to the terms set forth in Section F, the City may terminate this Agreement immediately upon the failure of the Board to timely make a payment.
2. The principal for each school assigned an SRO will provide the Department with a written assessment of the assigned SRO's performance in May and December during the term. The metrics for

assessment will be determined in advance by the principal of the school to which the SRO is assigned and the SRO Supervisor.

3. The Board shall provide to the SROs the following materials and facilities, which are deemed necessary to the performance of the SROs:
 - a. Access to and exclusive use to an air-conditioned and properly lighted private office containing a telephone line to be used for general business purposes.
 - b. A desk with drawers, a chair, and a filing cabinet, which can be locked and secured.
 - c. Access to a computer terminal and internet access, as well as limited access to the Board's Infinite Campus portal for all schools for use within the duties as a law enforcement unit.
4. The Board shall cooperate with the City in its defense of any legal action by a third party against an SRO and/or the City arising out of the performance by the SRO of his/her duties, as set forth herein.

E. DUTIES OF THE DEPARTMENT AND DISMISSAL OF SCHOOL RESOURCE OFFICERS

1. The Department shall supply the SROs with the usual and customary office supplies and forms required in the performance of their duties.
2. In the event the Board determines that a particular SRO is not effectively performing his or her duties and responsibilities, the Board shall contact the SRO Supervisor. Within a reasonable time after receiving the information from the Board, the SRO Supervisor shall advise the Chief of Police for the City of the Board's request. The Chief of Police for the City, the appropriate principal, and the Safety and Transportation Coordinator, or their designees, shall meet, if necessary, with the SRO to mediate or resolve any problems which may exist.
3. The Chief of Police for the City may dismiss or reassign SROs, in accordance with the Department's rules, regulations, and general orders.

F. TERM

1. The City and the Board expressly agree that they have previously executed an Agreement Between the City of Dalton, Georgia and The Dalton Board of Education for The School Resource Officer Program dated June 13, 2022. This Agreement supersedes and replaces the Prior Agreement in all respects, and the Prior Agreement shall be and is terminated and void as of the date of this Agreement. The term of this Agreement shall be twelve (12) months and shall commence on July 1, 2023 and expire on July 1, 2024 (the "Term"). Provided, however, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.
2. In the event either party determines that a modification of this Agreement is necessary, such party shall request the other party to enter into discussions regarding the modification of this Agreement. Within five (5) business days of such request, the parties shall hold a discussion and negotiate in good faith in an effort to find a solution to the requesting party's concerns. A request from the Board shall be addressed to the Chief of Police and a request from the City shall be addressed to the Superintendent of

the Dalton Public Schools. In the event the parties cannot reach an agreement regarding the modification of this Agreement within thirty (30) days of such request, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. If neither party elects to terminate this Agreement, the terms of this Agreement shall remain in full force and effect until the expiration of the Term, unless sooner terminated, as provided herein.

G. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:

THE DALTON BOARD OF EDUCATION, DALTON GEORGIA

By: _____

Attest: _____

Title: _____

Secretary

THE CITY OF DALTON, GEORGIA

By: _____

Attest: _____

Title: Mayor, City of Dalton

City Clerk

Exhibit "A"

Costs

This proposed budget is calculated based on estimated expenses. The following amounts reflect the cost of the contract with seven (7) SROs, one of which is a SRO Supervisor.

Salaries	\$429,083.20
FICA/Medicare	\$32,824.86
Empower Retirement	\$42,908.32
POAB	\$2,100.00
Workers' Comp Insurance	\$6,337.10
Hosp. Insurance	\$87,780.00
Life & Disability Ins	\$2,604.06
Uniforms	\$4,200.00
Training	\$8,400.00
Fuel	\$11,900.00
Total	\$628,137.54
DPS Responsibility (total X 75%)	\$471,103.16