

AGREEMENT BETWEEN THE LOGANVILLE POLICE DEPARTMENT

and

THE WALTON COUNTY SCHOOL DISTRICT

for

THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT is made and entered into as of the _____ day of _____, (the "Effective Date"), by and between the LOGANVILLE POLICE DEPARTMENT (the "LPD"), and the WALTON COUNTY SCHOOL DISTRICT (the "WCSD").

WITNESSETH

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

WHEREAS, the LPD and the WCSD recognize the benefits of a School Resource Officer Program ("Program") to the citizens of Walton County, and particularly to the faculty and students of Walton County Public Schools;

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

Section 1. Purpose. The purpose of this Agreement is to increase the security and safety of WCSD through the funding necessary to permit, *inter alia*, the assignment of Police Officers to serve WCSD 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 LPD and the WCSD 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:

3.1.1. School Resource Officers. The LPD shall assign one (1) full-time Police Officer to each of the following schools to serve as a School Resource Officer ("SRO"): Loganville High School and Bay Creek Elementary School. The duties of an SRO shall include the following:

(a) *Instruction.* The SRO shall act as an instructor for specialized, short-term programs about Georgia criminal and juvenile laws, as well as the Alcohol Drug Awareness Program (ADAP) when requested to do so by the Principal or a faculty member of the school to which the SRO is assigned.

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

(c) *Law Enforcement.* The 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.* The SRO shall assist in traffic control during the arrival and departure of students.

3.1.2. D.A.R.E. (Drug Abuse Resistance and Education) Officer. The LPD shall provide instruction and, as needed, school safety and law enforcement services to all elementary schools within the city limits of Loganville.

3.1.3. Supervising Officers. The LPD shall assign one (1) full-time Supervising Officer to oversee the Program and serve as a liaison with WCSD, whose duties shall include the following:

(a) *School Visits.* The Supervising Officer shall perform scheduled and non-scheduled visits to the schools within WCSD to which SRO's are assigned.

(b) *Program Administration.* The Supervising Officer shall approve Program reports; provide leadership, training and direction for the Program; conduct Program evaluations; analyze campus statistics and problem areas for WCSD; establish rapport with WCSD administrators; oversee school traffic issues; submit monthly reports to the Superintendent; oversee major school functions in which an SRO is participating; coordinate with the Walton County Juvenile Court regarding school-related criminal cases; keep accurate crime reports for WCSD; and maintain time cards and keep up with overtime and comp time for the Program.

(c) *Investigations.* The Supervising Officer shall be available for investigation of crime-related incidents involving a WCSD employee that have a student as the complainant or victim.

3.2 Application and Appointment Process. The Chief of Police shall recruit, interview and evaluate potential candidates for the position of School Resource Officer. Applicants must meet the following requirements:

1. An applicant must have a desire to serve in the position for which he or she is applying.

2. An applicant must be certified and sworn peace officers with a minimum of three (3) years law enforcement experience.
3. An applicant must have successfully completed the School Resource Officers 40-hour training course.

3.3 Scheduling. SRO's shall be scheduled in accordance with the following:

3.3.1. Working Hours. SRO's shall serve WCSD 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 SRO's working hours may be adjusted on a situational basis, with the prior consent of the Chief of Police, in order to cover campus-related activities which require the presence of a law enforcement officer. Notwithstanding the foregoing, SRO's may periodically be required to perform other tasks during school hours, including, but not limited to mandatory training.

3.3.2. Temporary Reassignment. The Chief of Police may temporarily reassign SRO's when school is not in session and during periods of law enforcement emergency.

3.3.3. Overtime. SRO's may not work overtime hours without the prior approval of the Chief of Police. Overtime work will be paid in accordance with LPD policies. SRO's shall neither expect nor accept any additional compensation for overtime work directly from the WCSD.

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

3.5 Removal and Replacement Process. SRO's may be removed and replaced in accordance with the following:

3.5.1. Removal for Cause. If the Principal, in consultation with the Assistant Principal, requests that the SRO be removed from the school (1) because the SRO is not effectively performing the duties of the SRO and/or (2) because the SRO has engaged in unprofessional conduct, LPD will replace the SRO in accordance with 3.5.3.

3.5.2. Discretionary Removal. The LPD reserves the right to dismiss or reassign a SRO when it is deemed to be in the best interests of either the WCSD or the LPD.

3.5.3. Replacement. In the event of a resignation, dismissal, reassignment, removal, or long-term absence of a SRO, the LPD shall provide a temporary replacement for the SRO as soon as possible, but not more than fifteen (15) school days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the LPD shall provide a permanent replacement for the position.

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

1. SRO's shall enforce federal, state and local laws and, at the request of the school administration, assist WCSD officials with the enforcement of WCSD policies and regulations regarding student conduct.
2. SRO's shall investigate criminal activity committed on or adjacent to WCSD property.
3. SRO's shall assist school administrators in developing plans and strategies to prevent and minimize dangerous situations that may occur on campus or during school-sponsored events.
4. SRO's shall maintain a detailed weekly report of duties performed.

Notwithstanding the foregoing, SRO's shall not be used by WCSD as school disciplinarians; provided, however, that a SRO may be contacted regarding incidents believed to be in violation of the law, and the SRO shall then determine whether law enforcement action is appropriate. SRO's 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 LPD shall be compensated by the WCSD in the total amount of \$ 133,794.92 annually for the services to be performed under this Agreement. Not less than sixty (60) days prior to the expiration of this Agreement, the LPD shall inform the WCSD of any additional compensation it is requesting for the subsequent term. Compensation owed to the LPD by the WCSD shall be paid in accordance with the Payment Schedule attached hereto as Exhibit "A" and incorporated herein by reference.

Section 6. 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 the WCSD, the SRO's will be immediately reassigned by the LPD and, if the termination is not for cause, the WCSD shall immediately pay any remaining funds due to the LPD for the remainder of the school year. In the event of termination by the LPD, the WCSD shall compensate the LPD for all services provided up to the date of termination.

Section 7. 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 8. 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 9. 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 10. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia.

Section 11. 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.

LOGANVILLE POLICE DEPARTMENT:

By: _____

Date: _____

WALTON COUNTY SCHOOL DISTRICT:

By: _____
Superintendent

Date: _____

EXHIBIT "A"

The WCSD shall pay in full the amount set forth in Section 6 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.