

# Walton County Department Agenda Request

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Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Tammy Kirk**

Meeting Date Request: **8/01/23**

Has this topic been discussed at past meetings? **yes**

If so, When? **2022**

TOPIC: **Renewal of School Resource Officers with Walton County Schools**

Wording For Agenda: **Renewal of agreement**

This Request: Informational Purposes Only Needs Action by Commissioners\* **yes**

\*What action are you seeking from the Commissioners? **Acceptance**

Department Comments/Recommendation: **Same agreemnet as last year no changes**

Additional Documentation Attached? **Copy of agreement**

Is review of this request or accompanying documentation by the County Attorney required? **no**

If so, has a copy of the documentation been forwarded to County Attorney? **no**

Date forwarded to County Attorney:

Has the County Attorney review been completed?

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget?

Budget information attached?

Comments:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

**AGREEMENT BETWEEN THE WALTON COUNTY SHERIFF'S OFFICE**

**and**

**THE WALTON COUNTY SCHOOL DISTRICT**

**for**

**THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, **2023** (the "Effective Date"), by and between the WALTON COUNTY SHERIFF'S OFFICE (the "WCSO"), and the WALTON COUNTY SCHOOL DISTRICT (the "WCSD").

**WITNESSETH**

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

WHEREAS, the WCSO 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 WCSO 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 Deputy Sheriffs 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 WCSO and the WCSD agree to negotiate the program costs annually for any subsequent term in accordance with Section 6 below.

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

3.1 **Program Officers.** During the regular school year for WCSD, the WCSO shall provide School Resource Officers, a School Investigation Officer, Supervising Officers, and Drug Education Program Officers (collectively, "Program Officers") to serve WCSD in accordance with the following:

3.1.1. School Resource Officers. The WCSO shall assign one (1) full-time Deputy Sheriff to each of the following schools to serve as a School Resource Officer ("SRO"): Atha Road Elementary School, Harmony Elementary School, Loganville Elementary School, Monroe Elementary School, Sharon Elementary School, Walnut Grove Elementary School, Walker Park Elementary School, Youth Elementary School, Carver Middle School, Loganville Middle School, Youth Middle School and Walnut Grove High School. The duties of an SRO shall include the following:

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

(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.

3.1.2. School Investigation Officer. The WCSO shall assign one (1) full-time Deputy Sheriff to the position of School Investigation Officer, whose primary duty shall be to respond to and assist with serious incidents occurring at Walton County Public School, in accordance with the following:

(a) *Schools without an SRO.* The School Investigation Officer shall respond to and assist with serious incidents at the schools where an SRO is not available.

(b) *Schools with an SRO.* The School Investigation Officer shall be the primary back up to assist the SRO with serious incidents occurring at schools where an SRO is available.

(c) *Special Projects and Investigations.* The School Investigation Officer shall assist SROs with special projects and school-related criminal investigations that may require follow up of leads or contacts off campus.

(d) *Extended Absence of an SRO.* The School Investigation Officer, when available, shall fill in (at the direction of the Sheriff) for extended absences of the SRO.

3.1.3. Supervising Officers. The WCSO shall assign two (2) full-time supervisors to oversee the School Resource officer Program and serve as a liaison with WCSD, whose duties shall include the following:

(a) *School Visits.* The Supervising Officers shall perform scheduled and non-scheduled visits to middle and high schools within WCSD.

(b) *Program Administration.* The Supervising Officers 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 or School Investigation Officer 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 Officers shall be available for investigation of crime-related incidents involving a WCSD employee that have a student as the complainant or victim.

3.1.4. Drug Education Program Officers. The WCSO shall assign two (2) full-time Deputy Sheriffs to present drug education programs (i.e., C.H.A.M.P.S., D.A.R.E., G.R.E.A.T. and S.M.A.R.T.) at the public elementary and middle schools with the WCSD system.

3.2 Application and Appointment Process. The WCSO Youth Investigation Division Commander ("Division Commander") shall recruit, interview and evaluate potential candidates for the positions identified in Section 3.1 above. The names of any applicants receiving a favorable recommendation from the Division Commander shall be forwarded to the Sheriff, who shall make the appointments necessary to staff said positions. 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. Program Officers shall be scheduled in accordance with the following:

3.3.1. Working Hours. Program Officers shall serve WCSO 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 Division Commander, in order to cover campus-related activities which require the presence of a law enforcement officer. Notwithstanding the foregoing, Program Officers may periodically be required by WCSO to perform other tasks during school hours, including, but not limited to mandatory training.

3.3.2. Temporary Reassignment. The WCSO 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 WCSO. Overtime work will be paid in accordance with WCSO policies. Program Officers shall neither expect nor accept any additional compensation for overtime work directly from the WCSO.

3.4 Employment Status. Program Officers shall be and remain employees of the WCSO and shall not be WCSO employees. Program Officers shall remain responsive to the supervision and chain of command of the WCSO. The WCSO shall remain solely responsible for the Program Officers' hiring, firing, training, discipline and/or dismissal. The WCSO agrees to pay the salary and employment benefits of the Program Officers in accordance with the applicable salary schedules and employment practices of the WCSO, 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 WCSO.

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 Assistant Superintendent, 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, WCSO will replace the SRO in accordance with 3.5.3.

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

3.5.3. Replacement. In the event of a resignation, dismissal, reassignment, removal, or long-term absence of a Program Officer, the WCSO shall provide a temporary replacement for the Program Officer as soon as possible, but not more than fifteen (15) school days after receiving notice of such absence, dismissal, resignation,

removal or reassignment. As soon as practicable, the WCSO 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. Program Officers shall enforce federal, state and local laws and, at the request of the school administration, assist WCSO officials with the enforcement of WCSO policies and regulations regarding student conduct.
2. Program Officers shall investigate criminal activity committed on or adjacent to WCSO property.
3. Program Officers 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. Program Officers shall maintain a detailed weekly report of duties performed.

Notwithstanding the foregoing, Program Officers shall not be used by WCSO 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. WCSO Employee Fingerprinting.** The WCSO Youth Investigations Division shall fingerprint WCSO employees as directed by the WCSO.

**Section 6. Compensation.** The WCSO shall be compensated by the WCSO in the total amount of **\$ 802,769.52** annually for the services to be performed under this Agreement. Not less than sixty (60) days prior to the expiration of this Agreement, the WCSO shall inform the WCSO of any additional compensation it is requesting for the subsequent term. Compensation owed to the WCSO by the WCSO 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 the WCSO, the Program Officers will be immediately reassigned by the WCSO and, if the termination is not for cause, the WCSO shall immediately pay any remaining funds due to the WCSO for the remainder of the school year. In the event of termination by the

WCSO, the WCSO shall compensate the WCSO 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.

**WALTON COUNTY SHERIFF'S OFFICE:**

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.