

**AGREEMENT BETWEEN
HORRY COUNTY SCHOOL DISTRICT**

AND

HORRY COUNTY

SCHOOL RESOURCE OFFICER PROGRAM

This Agreement is made and entered into this 1st day of July, 2017, between Horry County, hereinafter known as “the County” and Horry County School District, hereinafter known as “the School District,” and will remain in effect through June 30, 2022.

SECTION I

The County agrees to the following:

1. One certified police officer in uniform will be assigned to perform the duties of a School Resource Officer (hereinafter referred to as SRO) at the locations listed below during the school year.

**Carolina Forest High School
Green Sea Floyds High School/Middle School
North Myrtle Beach High School
Socastee High School
St. James High School
Horry County Education Center
Academy for Technology & Academics
Academy for Arts, Science & Technology
Ten Oaks Middle School
Rover (District Wide)**

**Black Water Middle School
Ocean Bay Middle School
Forestbrook Middle School
Loris Middle School
North Myrtle Beach Middle School
St. James Middle School
Aynor Middle School
Socastee Middle School
St. James Intermediate School**

2. Two full-time supervisors will be assigned to oversee all officers assigned to the SRO program and will randomly make scheduled and non-scheduled visits to the schools.
3. A semi-annual and yearly report of SRO activities and criminal incidents will be provided to the School District Superintendent. The year-end report will include trend data with a narrative explanation.
4. The following are duties and responsibilities of the SRO:
 - a) The SRO will be assigned to a full-time, 8.5-hours per day schedule during the regular school year. The SRO may be temporarily reassigned during any period of law enforcement emergency. The SRO may also be called upon to leave the school anytime it becomes necessary for public safety purposes.
 - b) The SRO’s primary responsibility is public safety and law enforcement actions as required. The SRO will investigate criminal activity occurring on the school campus

and in the surrounding community when school or student related. Information will be gathered on runaways, gang activities, burglaries, and other criminal activity. All law enforcement action may be taken to the extent that the SRO may do so under the authority of law. As soon as practical, the SRO will make any law enforcement action known to the school principal.

- c) The SRO will not act as school disciplinarian, as disciplining students is the responsibility of the school. However the principal will contact the SRO as soon as possible if the principal determines that law enforcement is appropriate. Any illegal contraband seized by the school will immediately be turned over to the SRO. SROs are not to be used for the purpose of regularly assigned lunchroom duties, hall monitoring, or other monitoring duties in the school.
 - d) The SRO will be available upon request for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained will not be disclosed except as provided by law or court order.
 - e) The SRO will maintain a relationship with students, parents, and faculty members which may include attending PTO meetings and staff meetings as requested.
 - f) The SRO may provide law-related education during the school year. The SRO will work with the school administration in scheduling the classes, and coordination of each specific class will be arranged with the specific faculty member.
 - g) The SRO may develop activities and programs to assist in carrying out appropriate duty responsibilities. These activities and programs will be coordinated with the Principal and other concerned staff members prior to their enactment.
 - h) The SRO will become familiar with community agencies that offer assistance to youths and their families, assistance such as mental health clinics, drug treatment, etc. The SRO, acting in the course of his/her employment as a police officer, can make referrals to such agencies whenever necessary, thereby acting as a resource person to the students, parents, and faculty members.
 - i) The SRO will give assistance to other police officers in the department in matters regarding his/her school assignment whenever necessary and practical. The SRO can, whenever possible, participate in and/or attend school functions as they relate to the duties of the SRO. Overtime assignments are to be paid separately to the County by the School District (e.g., ball games, proms, dances) at the normal pay for overtime assignments).
5. The SROs will remain employees of Horry County/the Horry County Police Department and will not be employees of the School District. The School District and the Chief of Horry County Police Department acknowledge that the SRO is a police officer who will uphold the law under the direct supervision and control of the County. The SRO will remain responsible to the County's chain of command.
 6. The County will be responsible for recruiting, interviewing, and evaluating SROs who will serve at the pleasure of the County Administrator and the Superintendent respectively.
 7. In the event the Principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal will state these reasons in writing to the Superintendent. Within a reasonable amount of time after receiving the recommendation from the Principal, the Superintendent, or his/her

designee, will advise the Chief of Police, or his/her designee, of the Principal's concerns. If the Chief of Police, or his/her designee, so desires, the Superintendent, or his/her designee, and the Chief, or his/her designee, will meet with the SRO and the Principal of the school to mediate or resolve any problems at the school where the SRO is assigned. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated or, in the event mediation is not sought by the Chief of Police, or his/her designee, then the SRO may be removed from the school at the discretion of the Chief of Police and a replacement will be obtained as soon as possible. The SRO in question will not be reassigned to another school without the mutual consent of the Chief of Police, or his/her designee, and the Superintendent, or his/her designee.

8. The Chief of Police, or his/her designee, may also dismiss or reassign the SRO based upon department and County policy and procedure and when it is in the best interest of the citizens of Horry County.
9. In the event of the resignation, dismissal, or reassignment of a SRO, the Chief of Police, or his/her designee will provide a replacement for the SRO within a reasonable amount of time after receiving notice of such dismissal, resignation, or reassignment. If the SRO is absent for more than two (2) consecutive days, the Chief of Police, or his/her designee, is obligated to try to provide a substitute.
10. The County will maintain workers' compensation insurance for its agents and employees and provide the School District with evidence of insurance upon request.
11. The County will maintain a general liability insurance policy that provides coverage of at least \$1,000,000 per occurrence for the SRO. The County will also provide the School District with evidence of liability insurance upon request, issued by the liability insurance carrier, which describes the coverage.
12. The County will comply with Federal and State requirements concerning fair employment, employment of persons with disabilities, and the treatment of employees, without regard to, or discrimination by reason of race, color, religion, sex, national origin, and/or physical handicap.
13. The County will use its best efforts to comply with all terms and conditions of the Drug-free Workplace Act, South Carolina Code Ann. 44-107-10, et seq. (1976, as amended), and will have assigned SROs comply with the School District's policy of "No Tobacco Use" while on School District property.
14. If an SRO is granted access to educational records that are created and maintained by the School District, the SRO shall ensure that this information is only utilized in a manner which constitutes a legitimate educational interest or otherwise complies with the restrictions and exceptions specifically set forth under the Family Educational Rights and Privacy Act (FERPA; 20 U.S.C. §1232g). The SRO will be provided access to PowerSchool.

SECTION II

The School District agrees to the following:

1. To provide the following materials and facilities that are deemed necessary to perform the SRO's duties:
 - a) Access to an air-conditioned and properly lighted private (not shared) office. This office will contain a telephone with a direct line to the officer. This telephone will have voice mail capabilities and may be used for general purposes.
 - b) A location for files and records that can be properly locked and secured within the office.
 - c) A desk with drawers, an office chair, worktable, filing cabinet, office supplies, school two-way radio, and computer (with camera system for the school).

2. To pay eighty-five and 9/10 percent (85.9%) of salary, fringe benefit, operating, and equipment costs for SROs for each school year at the following schools, as well as accompanying supervision (this represents payment for 185 days of service each school year for each officer):

**Carolina Forest High School
Green Sea Floyds High School/Middle School
North Myrtle Beach High School
Socastee High School
St. James High School
Horry County Education Center
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Academy for Arts, Science & Technology
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Rover (District Wide)**

**Black Water Middle School
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St. James Middle School
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Socastee Middle School
St. James Intermediate School**

The total amount of costs for the period of July 1, 2017 through June 30, 2018 shall not exceed \$1,696,562, and any other extraordinary costs related to required duties or overtime as accepted by amendment signed by both parties.

For payments in each year of this Agreement subsequent to June 30, 2018, the County shall provide notice by March 30 prior to the start of the next year of the Agreement of the amount anticipated to be due for the coming year. The amount shall not exceed 85.9% of the salary, fringe benefits, operating, and equipment costs for SRO's for each school year at the following schools, as well as accompanying supervision:

**Carolina Forest High School
Green Sea Floyds High School/Middle School
North Myrtle Beach High School
Socastee High School
St. James High School
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St. James Middle School
Aynor Middle School
Socastee Middle School
St. James Intermediate School**

Rover (District Wide)

2. To remit payment within thirty (30) days of receipt of an invoice (invoices to be submitted quarterly) specifying, at a minimum, the following information:
 - Name of vendor, i.e., Horry County;
 - Purchase Order number or other authorization for delivery of services;
 - Complete description, price, and quality of services actually delivered;
 - When applicable, South Carolina sales tax shall be shown as a separate entry on invoice(s);
 - Payment terms;
 - Name, title, telephone number, and complete mailing address of responsible official to whom payments are to be sent; and
 - Other substantiating documentation of information as required by the School District.

SECTION III

SPECIAL CONDITIONS:

The County Administrator, his/her agents, and employees, agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved through negotiations between the Superintendent and the County Administrator or their designees. The terms of this Agreement may be changed at the end of each school year no later than June 30th of the calendar year. The County Administrator, or his/her designee, will review any recommended changes or modifications with the Superintendent or his/her designee. Any recommendations for changes to the Agreement must be made in writing. The Agreement may only be modified or amended by mutual consent of parties hereto, evidenced by a written Agreement signed by both parties.

This is a five (5) year Agreement. However, the Agreement may be terminated for convenience by either the County or the School District upon one (1) year advance written notice to the other party. In addition, this Agreement may be modified or renewed by written consent of the parties.

This document constitutes a final understanding of the parties; and no terms, conditions, understandings, or Agreements purporting to modify or vary the terms of this document will be binding unless hereafter made in writing and signed by both parties.

This Agreement constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms.

If any provision herein or the application of any provision herein is held invalid, such invalidity shall apply only to such invalid provision, and the remaining provisions of the Agreement, and the application of this Agreement or any other provision of this Agreement shall remain in full force and effect.

The provisions of the Agreement are governed by, and construed in accordance with the School District's Procurement Code and the laws of the State of South Carolina.

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:

Horry County Schools

Witness: _____

Title

Date

Horry County

Witness: _____

County Administrator

Date