

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into this, the 13th day of March 2018, by and between the BEAUFORT COUNTY SCHOOL DISTRICT (the “BCSD”) and the BEAUFORT COUNTY SHERIFF’S OFFICE (the “BCSO”) (collectively the “Parties”).

WHEREAS, the BCSD and the BCSO desire to set forth in this MOA the specific terms and conditions of the BCSO School Resource Officer (“SRO”) program and the services to be performed for and provided to the BCSD by the BCSO; and

WHEREAS, the BCSD desires to have the BCSO provide SRO services to certain BCSD schools listed herein; and

WHEREAS, the BCSO is willing to provide SRO services at certain BCSD schools listed herein; and

WHEREAS, the Parties agree that all prior SRO Agreements, contracts, memoranda, and otherwise similar agreements are hereby terminated, superseded by, and replaced with this MOA; and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 the parties intend to comply with the State regulations.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the BCSD and the BCSO hereby agree as follows:

- I. **INCORPORATION OF STATE REGULATIONS.** The Parties agree they are bound by and incorporate herein by reference S.C. Code of Regulations 43-210, School Resource Officers, as from time to time may be amended.

- II. **LOCATIONS OF SERVICES.** BCSO shall assign one (1) regularly employed deputy sheriff to each of the following BCSD schools commencing on the first day of teachers in-service of the new school year and will continue through the last day of school. The SRO should be assigned on a full-time basis of 8 hours per day, unless temporarily reassigned by the Sheriff during school holidays or during the period of a law enforcement emergency:
 - 1. Battery Creek High School
 - 2. Hilton Head Island High School
 - 3. Hilton Head Island Middle School
 - 4. Robert Smalls Middle School

5. Whale Branch Middle School
6. Whale Branch Early College High School

- III. **OPERATIONAL COST.** The total operation cost for the 2017-18 school year will be \$529,647 of which Beaufort County School District shall pay to the Sheriff's Office seventy-five percent (75%), which equates to \$397,235 and the Beaufort County Sheriff's Office shall pay the remaining twenty-five percent, which equates to \$132,412.

The BCSO will invoice the BCSD monthly during the school year for services provided and prompt payment shall be made by the BCSD to the BCSO. Under no circumstance shall payment for services rendered be withheld or remain unpaid for a period of thirty (30) days after receipt of an invoice.

- IV. **SCOPE OF SERVICES.** The BCSO shall assign one (1) regularly employed deputy sheriff to each of the BCSD schools listed above commencing on the first day of teachers arriving for service of the new school year and will continue through the last day of school. The SRO will be assigned on a full-time basis of eight (8) hours per day, unless temporarily reassigned by the Sheriff during school holidays or during the period of law enforcement emergency.

Captain Alfredo Givens will serve as the designated supervisor of the SRO program and associated personnel. Captain Givens may be reached by cell phone at (843)812-5257 or at his desk at (843)255-3503 and by email at agivens@bcgov.net. He will routinely perform scheduled and non-scheduled visits to the schools listed above. He will be the first line of contact for any questions or concerns regarding the SRO functions and/or service. SROs will render all services as provided for in compliance with S.C. Code of Regulations 43-210 governing School Resources Officers.

The individual SROs shall coordinate all of his/her on site activities with the school principal. Co-curricular school functions outside of Beaufort County will be invoiced separately based on an hourly rate to be paid by the school requesting security of an SRO. At all times pertinent to this contract, SROs shall remain employees of the BCSO and not of the BCSD.

- V. **RESIGNATION, DISMISSAL OR REASSIGNMENT.** In the event of the resignation, dismissal, or reassignment of an SRO, the BCSO shall provide a temporary replacement for the SRO immediately. In the case of extended absences by an SRO, or the temporary assignment of an SRO, a new full-time SRO will be assigned within thirty school days of receiving notice of such extended absence or temporary assignment.

VI. **TERM.** This MOA shall be effective from the 1st day of July, 2017 through the 30th day of JUNE, 2018. This agreement shall automatically renew for successive one (1) calendar year terms. However, the BC SO may change the OPERATIONAL COST section of this MOA by written notice at least thirty (30) days in advance of the initiation of a renewal term. Any changes in OPERATIONS COST shall comply with Regulation 43-210.

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

WITNESSES:
Michael M. Hatfield
Suzanne Cook

BEAUFORT COUNTY SHERIFF
[Signature]
P. J. Tanner, Sheriff

WITNESSES:
[Signature]
Heidi R. [Signature]

BEAUFORT COUNTY SCHOOL DISTRICT
[Signature]
Jeffrey C. Moss, Ed.D., Superintendent