

**SCHOOL RESOURCE OFFICER
LEXINGTON COUNTY SHERIFF'S DEPARTMENT
CONTRACT**

This Agreement is made by and between:

**Sheriff Bryan "Jay" Koon
Lexington County Sheriff's Department
521 Gibson Road
Lexington, South Carolina 29072**

and

**LEXINGTON-RICHLAND COUNTY SCHOOL DISTRICT FIVE
1020 Dutch Fork Road
Irmo, South Carolina 29063**

THIS AGREEMENT for law enforcement services is entered into by and between Bryan "Jay" Koon, Sheriff of Lexington County, Lexington, South Carolina (hereinafter "Sheriff") and Lexington County School District Five, Lexington, South Carolina (hereinafter "District"), all subject to the following terms and conditions:

1. The Sheriff will provide on-site law enforcement services to the District as specified herein. Services by the Sheriff will be provided by Deputy Sheriff(s) specially trained to be School Resource Officer(s) (hereafter referred to as "SRO(s)"). The SRO(s) will be assigned to the District for eight and one-half hours per day, including a meal break, for all school days in the 2020-2021 school term, as well as for any scheduled Summer School session. The SRO(s) will work during hours agreed upon by the Sheriff and the District on the campuses of the following:

Chapin High School (Two SRO's)
Irmo Middle School
Irmo High School (Two SRO's)
CrossRoads Intermediate School
Leaphart Elementary School
Seven Oaks Elementary School
Nursery Road Elementary School

Irmo Elementary School
Chapin Elementary School
Chapin Intermediate School

For the consideration set forth herein, to be paid by the District to the Sheriff, each SRO will provide general law enforcement services for their assigned school. Each SRO will perform duties as the Sheriff shall assign for other times of the year, when their school is not in session, and s/he will be under no obligation to the District for other than the assigned school days. Each SRO may utilize the equipment furnished under this Agreement for such other duties as may be directed by the Sheriff. First and foremost, the SRO will perform law enforcement duties in the school such as handling assaults, thefts, burglary, bomb threats, weapons and drug related incidents. The SRO will provide a visible and positive image; arriving at school on time every morning and remaining on the school premises until school is recessed for the day. If there should be times when the SRO must be elsewhere than on the school property, such absence shall be pre-approved by his/her law enforcement supervisor, unless in an emergency situation. It is also the responsibility of the SRO to notify the school Principal of his pending absence. In the event that the SRO is absent from the school, the Sheriff will assign another SRO to assume their duties until he/she returns. In the event that no other SRO is available, the Sheriff will assign a Deputy Sheriff to assume such duties on a temporary basis. Furthermore, the SRO shall at all times, when on duty or off duty, strive to protect the school environment and help to maintain an atmosphere therein where teachers feel safe to teach and students can feel safe to learn.

2. Funding for Salaries and Benefits, Equipment and Supplies: The District will provide funding for seventy-five percent (75%) of salary and benefits for the SRO(s) from the beginning date of the Agreement until the termination as set out in Paragraph 7. The Sheriff will provide funding for twenty-five percent (25%) of salary and benefits for the same period of time. The salary paid for the term of this Agreement will be based on an annual salary not more than Sixty-Three Thousand Three Hundred Fifty-Five Dollars (\$63,355.00) nor less than Forty-Two Thousand Two Hundred Thirty-Seven Dollars (\$42,237.00) for each SRO.

In the event it should become necessary for the Sheriff to pay overtime compensation to the SRO(s) to provide services contemplated under this Agreement and mandated by Federal Wage and Hour guidelines, the parties agree the responsibility for funding such compensation to be as follows:

- The District has no authority to authorize overtime to be paid by the Sheriff;
- If the overtime is the result of a law enforcement emergency, the Sheriff will be responsible for covering overtime costs;
- If the overtime is required for school sponsored activities such as ball games, dances, or similar activities occurring *within Lexington County*, the District shall contract directly with the officer within the guidelines of Departmental Policy and shall be responsible for covering any compensation due to the SRO. The assigned SRO is the designated point of contact for all off duty employment requests made by each school;

- If the overtime is required for school sponsored activities occurring *in a South Carolina county other than Lexington*, the District and Sheriff will be jointly responsible for covering overtime costs at the normal 3/1 ratio set forth in this section. Any such event(s) must receive prior approval from the Sheriff or his designee for jurisdictional and other considerations.

The benefits paid on behalf of the Sheriff to the SRO(s) will include the employer's portion under the Federal Insurance Contributions Act (FICA), employer's portion of the Police Retirement System, health insurance, life insurance, General Tort Insurance and Workers Compensation Insurance.

The District will henceforth provide funding for seventy-five percent (75%) of the equipment and operating supplies for the SRO's. This includes, but is not limited to: vehicle meeting the standards of the Sheriff; lights and siren for the vehicle; vehicle markings; portable radio; firearms; ETM; protective cages; mounting device; vehicle insurance; gas/oil/fuel/vehicle maintenance costs; uniforms/clothing; police supplies; mobile computer terminal and software; body worn camera and training requirements. It is expressly understood, however, that henceforth upon the sale of any vehicle purchased for the use of the SRO under the terms of this Paragraph, any net proceeds derived therefrom shall be divided between the parties on the same 75/25% ratio as utilized when the vehicle was first purchased. The parties further agree that all equipment and supplies may be utilized by Deputy Sheriff's for duties outside the scope of this Agreement, if so directed by the Sheriff.

It is agreed and understood that a marked vehicle may not be accessible to the SRO(s) upon the onset of this Agreement. A marked vehicle will, however, be provided to the SRO(s) at such time as a vehicle meeting the above specifications is available.

It is understood and agreed that if Sheriff receives funds from the South Carolina Department of Education (SCDE) appropriated for the School Safety Program, the parties intend that the funds received from the SCDE will be applied to the SRO costs and that the remaining costs, if any, will be split between the parties as agreed hereinabove.

3. Equipment and Ownership: Uniforms/clothing/equipment purchased for the SRO(s) on a 75/25% split as in Paragraph 2 will be utilized for the particular SRO during the duration of this Agreement but will become the property of the Sheriff upon purchase and the District will have no rights to the uniforms/clothing/equipment upon termination of this Agreement.

4. SRO Office and Furniture: The District shall designate suitable work space and furniture for the SRO(s) and, at a minimum, access to a location where confidential matters may be discussed.

5. Selection of SRO Deputies: The Sheriff will select the particular SRO(s) to fill positions based on the terms of this Agreement and will provide specialized training required for SRO Certification. The District and the Principal, or their respective designee, may participate in

the selection of the SRO to be assigned. A good faith effort will be made to ensure compatibility between the school and the SRO. However, the Sheriff will be solely responsible for the selection and assignment of the SRO(s). The Sheriff understands the benefit of continuity in the school setting and will keep the same SRO(s) assigned to the District under this Agreement unless he determines that a change is necessary to fulfill his duties or further the mission or vision of his office. The Sheriff also understands that conflicts arise and if the District notifies the Sheriff at any time during the term of this Agreement that a conflict with any SRO(s) assigned under this Agreement has arisen, the Sheriff will confer with the District to determine whether the conflict can be resolved. In the event that the conflict cannot be resolved to the District's satisfaction by the same SRO(s) remaining at their assigned school(s), the Sheriff will assign another qualified and certified SRO(s) for the remainder of the term of this Agreement. It is agreed that an SRO who has completed certification requirements approved by the South Carolina Criminal Justice Academy will be assigned.

6. Drug Seizures, Forfeitures, and Criminal Charge Disposition: The Sheriff's Department, Solicitor's Office, or other eligible law enforcement agencies shall receive any cash or proceeds from cash or property seized and forfeited pursuant to Title 44, Chapter 53 of the South Carolina Code of Laws, (1976, as amended). All arrests made or citations given while on District property will be disposed of as provided by law through the Courts having jurisdiction over Lexington County Sheriff's Department charges and the Defendant.

7. Term: This Agreement will become effective upon execution by the parties and Sheriff's duty to assign SROs will terminate June 30, 2021; however, the Agreement will remain effective as previously stated for purposes such as billing and payment. The Sheriff will bill the District quarterly. The quarterly bill amount will be a proration of the annual cost for the District. Reconciliation will be completed at the end of the fourth quarter and an invoice or check, whichever is appropriate, will be sent to the District. This will ensure that the District is not billed more than the actual expenses. The invoices should be received by the School District during the first month of the quarter. Payment is due upon receipt of invoice. Either party may terminate the Agreement before the termination date listed above for material non-performance of any duties or conditions of the Agreement and upon thirty days written notice to the other party. In the event of such a termination, both parties shall be released from any and all obligations beyond those incurred at the time the Agreement was terminated.

8. Performance Evaluation of Services: The Sheriff and District agree to establish a system to evaluate the performance of services contemplated under this Agreement. This is to be accomplished by an annual review of services performed by the School Resource Supervisor and the Principal or his/her designee, of each school to which an SRO is assigned pursuant to this Agreement, in conjunction with the District's Director of Safety and Emergency Services. The results of the review shall be reduced to writing, signed by the School Resource Supervisor and the School's representative. A completed copy shall be retained by each party. Any concerns or deficiencies noted shall be addressed in follow-up memorandum and made a part of the original Agreement. This process is in no way intended to limit the Sheriff's Department or the school officials from discussing service delivery at any time during the contractual period.

The Principal, SRO and SRO Supervisor will meet at the beginning of the school year to discuss the responsibilities expectations and procedures of the SRO and District employees.


9. Cooperation Between SRO(s) and Assigned Schools: District employees are subject to the policies and procedures of the District and the SRO(s) are subject to those of the Sheriff. The SRO(s) will at all times endeavor to abide by the policies and procedures of the District, as well as by those of the Sheriff. In those rare instances where the policies and procedures in question conflict (one with each other or with applicable State and/or Federal law(s)), the parties to this Agreement shall make a good faith attempt to amicably resolve the conflict to the satisfaction of both parties and in compliance with all applicable laws.

SROs shall not act as a school disciplinarian since the enforcement of administrative policy is the District's responsibility. SROs should not be used for regularly assigned monitoring duties (i.e. cafeteria, hall monitor, study hall, etc.); however, when advised of specific issues or concerns, the SRO will evaluate the situation and offer appropriate assistance.


10. General Provisions: This Agreement contains all matters considered by the parties. There have been no oral agreements made and this document shall reflect the entire agreement. The parties may amend this Agreement at any time by executing a signed written Addendum. This Agreement was entered into on an arm's length basis and in the event it is determined that any provision of this agreement is unclear or ambiguous neither party shall be considered to be the drafter of this document.

11. Severability: In the event that any part or provision of this Agreement shall be determined to be invalid and/or unenforceable, the remaining parts and provisions which can be separated from the invalid and/or unenforceable provision or the provisions shall continue in full force and effect.

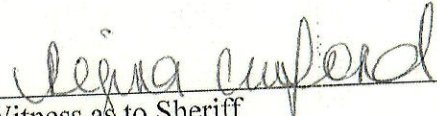
IT IS SO AGREED.

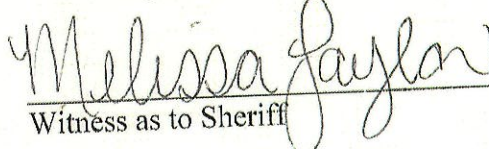

Bryan "Jay" Koon, Sheriff
Lexington County

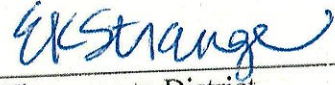
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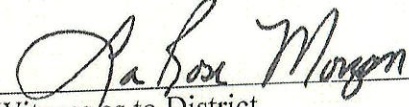

Dr. Christina Melton, Ed. D., Superintendent
Lexington County School District Five

Dated: 9/8/20


Witness as to Sheriff


Witness as to Sheriff


Witness as to District


Witness as to District

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

MEMORANDUM OF
AGREEMENT

This agreement is made this **1st day of April, 2020** between **School District Five of Lexington and Richland Counties** (hereinafter referred to as the District) and the **Richland County Sheriff's Department** (hereinafter known as the Sheriff's Department). The District and Sheriff's Department agree that the effective date of this agreement shall be the 2020-2021 school year.

Rights and Duties of the Sheriff's Department

- A. The Sheriff's Department shall assign a specifically selected and trained Sheriff's deputy (designated as a School Resource Officer/SRO) to the schools listed on the attached addendum. The district will reimburse the Sheriff's Department an annual total of **\$1,005,829.96** for the services of **fourteen (14)** SROs at the schools assigned to the District. **The attached addendum outlines the schools included and a summary of expenses in this agreement.** Payments will be made upon receipt of bi-annual invoicing (50% of total annual contract) (December 31 and May 1). The Sheriff's Department will provide services to other District schools based on mutual agreement between the parties and if SRO officers are available.
- B. The SROs will be hired and supervised by the Sheriff's Department. The Sheriff's Department will make periodic announced and unannounced visits to each school site to observe the SROs' performance.
- C. The Sheriff's Department will maintain statistical data on the assigned schools and a report will be provided to the School District Superintendent or his/her designee upon request.
- D. Each school district is responsible for providing and training every SRO with their emergency response plans as it pertains to the assigned school. Every SRO will review the emergency response plan and have an understanding of their school employee's responsibilities within the school. The emergency response plan should also include emergency evacuation shelter locations for the school. In addition to this, the Richland County Sheriff's Department Incident Command Team will also be afforded the opportunity to assess the response plans for all critical incident responses and make any suggestions/recommendations that the Department may deem necessary. Due to the multiple law enforcement issues during an emergency, the SRO should not be assigned a post to maintain. The SRO will at all times ensure the safety of everyone affected by the emergency. The SRO will assist the school anyway possible with the schools understanding that at a moment's notice the SRO may have to change responsibilities to address the many other responsibilities of safety that may arise out of the emergency.

- E. The Richland County Sheriff's Department will continue to train school staff on the Richland County Sheriff's Department response to active shooter and emergency situations.
- F. The Sheriff's Department will evaluate the SROs school assignment each year.
- G. The Richland County Sheriff's Department will post on its website and make readily available, upon request, all data the SRO collects that is examined and tabulated by the Department of Justice and/or OJP Diagnostic Center.
- H. The Sheriff's Department will educate district employees on the formulation of restorative justice programs and explain the options the district has pertaining to charging students; with the aim of having all school administrators and staff encourage involvement in the restorative justice option that is available to all students and families.

Regular Duty Hours of School Resource Officers

- A. Each School Resource Officer (hereinafter referred to as SRO) shall be assigned to a school during the regular school year for eight and one-half (8.5) hours per day. The Principal of the school and the SRO set the specific work schedule based on school start and end times. Periodic deviation from normal school start and end times (flex time) is allowed with advanced notice to the Sheriff's Department.

When the SRO is responsible for more than one school, the SRO will divide his/her time equitably between each of the assigned schools. The Sheriff's Department may temporarily reassign any SRO during school holidays and vacations, or in the event of a law enforcement emergency.

In the event an SRO is absent for their assigned facility, under the direction of the SRO leadership, substitute coverage will be provided, based on availability, by another SRO(s) for the duration of the absence. Principal will be notified as soon as possible of absence and District designee will be notified if absence is expected to be long term.

- B. As determined by SRO leadership and District Liaison, an appropriate number of SROs will be assigned to work District's annual graduation ceremonies at no additional cost to the district based on 8.5 hours per day. SRO(s) assigned to high schools will work the graduation for their respective schools.
- C. As determined by SRO leadership and District Liaison, an appropriate number of SROs will be furnished, at no additional cost to the District, to work the District's summer school programs.

Duties of the School Resource Officers

A. Duties of the School Resource Officer

1. Law Enforcement Officer: First and foremost the SROs will perform law enforcement duties in the school and community such as handling assaults, theft, burglary, threats of a criminal nature (e.g. bomb threat), weapons, and drug incidents. Officers will participate in school activities (i.e., school clubs, parent-teacher organizations, school athletic teams, field trips, and community outreach programs) and provide a visible and positive image. The SRO can be a mentor, coach, teacher and a support to the students and staff of the school.

The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the incident is a violation of the law, the Principal shall contact the SRO or their supervisor in a timely manner and the SRO shall then determine whether law enforcement action is appropriate.

The Richland County Sheriff's Department strongly encourages alternatives to arrest for crimes that are minor in nature. The term minor in nature (such as disorderly conduct, trespassing, loitering) should be defined as Magistrate Level Offences (Punishment carries 30 days or less) as named by South Carolina State Law. A few exceptions to this will be, but not limited to, the possession or use of illegal drugs, a victim's desire to prosecute, an incident that causes major safety issues to the public and assault and battery of a Police Officer. The discretion of filing formal charges is left solely up to the SRO.

Alternatives to charges may include but not be limited to referrals to the Richland County Sheriff's Department Youth Services Division for intervention programs or school based restorative justice programs. The SRO may also decide to allow the school to handle the issue based on each Districts disciplinary codes. Every effort will be made to assist in diverting any future criminal behavior of students.

The Richland County Sheriff's Department is committed to making sure that every individual that we come in contact with has their constitutional rights protected. The Richland County Sheriff's Department will follow all Federal and South Carolina state laws as it pertains to search and seizure and use of force on school grounds.

2. Law Related Counselor: The SROs will serve as a source of counseling for students on law related subjects. Maintaining an open-door policy with the students enables them to interact freely with the SRO. The SROs will bring an expertise into the schools that will help students make more positive choices in their lives. The officers will also refer students to various community services and/or service agencies if additional assistance is needed.
3. Law Related Education Teacher: The SROs will teach law related topics to students and will be able to give a unique perspective based on the officer's training and experience. There are a variety of topics that the SRO can choose to teach depending on the grade level of the students. The goal of law related education is to teach students to be successful citizens. The SRO will explain the role of law enforcement in society.

B. Additional Duties of School Resource Officers

1. To remain on school grounds of those assigned schools from opening to closing times. (Exceptions: During the times the SRO needs to perform departmental administrative functions, i.e., training, court, etc.)
2. To help prevent juvenile delinquency by developing positive relationships with students, school personnel, and parents.
3. To establish liaison with the school principal, faculty, students and parents.
4. To establish and maintain liaison with school security staff.
5. To inform the students of their rights and responsibilities as lawful citizens.
6. To assist the Principal, school officials and personnel by initiating an investigation of violations of criminal laws occurring in the school or on school property. School Resource Officers will investigate reported crimes and complete the appropriate documentation which will include the school incident report that will be forwarded to the S.C. State Attorney General's office. A copy of the incident report will be given to the Principal or his/her designee at the time report is completed. Officers may arrest, detain, and transport a person when authorized by state and federal law and department policy.

7. To assist the administration and faculty of each school in formulating educational criminal justice education programs to be taught by the SRO to the students upon the request of employees.
8. To formulate crime prevention programs to educate and reduce the opportunity for the commission of crimes against persons and property in the school.
9. To be available for the parent-teacher organization meetings.
10. To provide services for neighborhood merchants and residents in school related problems.
11. To be aware of the responsibilities to improve the image of the uniformed law enforcement officers in the eyes of the community.
12. To notify the Principal or Principal's designee, as soon as possible and practicable, of any police action that occurs on the school campus.
13. To assist other law enforcement agencies, as well as patrol officers regarding law enforcement matters.
14. SROs are not to be used for regularly assigned lunchroom duties, hall monitors, or other monitoring duties.
15. To be a visible presence during the arrival and dismissal of students.
16. To provide assistance in directing traffic during drop-off and pick-up when necessary.
17. To conduct a daily drive/walk around the perimeter of school – inspect/check parking lots.
18. To be present when possible at lunchtime with students. School Resource Officers will not leave the campus for lunch.
19. To maintain a visible presence during recess and class change.
20. Teach safety, drug awareness, gang awareness and law-related education classes. Principal or designee to assist in obtaining classroom time for these classes.
21. Officers are encouraged to participate as a Breakfast Buddy, student mentor, and sponsor/advisor and in athletic programs, or programs available at his/her school.
22. Officers will participate in school administrative team meetings.

23. Officers to serve as a security/safety advisor to the Principal and to submit all safety concerns in writing to the Principal.
24. SRO is encouraged to establish a presence on the District Security Committee.
25. SRO will take holidays corresponding to school holidays.
26. SRO will not leave school campus without prior approval of SRO Sergeant or Captain. After approval, the Principal or designee will be advised and estimated time of absence and return. SRO will attempt to minimize scheduled: a) court b) training c) administrative duty or any activity that will take the SRO from the campus during school hours. SRO will make all efforts to be on campus when school is in session.
27. A monthly crime incident summary will be submitted to the Principal.
28. Needed digital images or video from surveillance cameras will be requested, in a timely manner, through the office of Director of Security and Emergency Services. Often there is an exigent need to access this equipment to identify a victim and/or protect a student or protect the safety, security or welfare to others.
29. The chain of command for any issues, problems, complaints, etc., for the SROs will be provided by the Sheriff's Department.
30. Any reported crime or knowledge of a suspected crime is to be reported to the School Resource Officer immediately.
31. The SRO is responsible for the criminal investigation of crimes.
32. The SRO will determine if criminal charges will be made on all crimes. The SRO will consult with his/her supervisors and/or the Solicitor's Office if necessary.
33. The SRO will notify the Principal or a designee if the Principal is not available, of an arrest or criminal incident that the SRO is investigating as soon as possible.

34. Any complaint which is made against an SRO by a school employee, student, parent or citizen will be forwarded to the SRO supervisor, who will have the complaint investigated by the Sheriff's Department in accordance with the Richland County Sheriff's Department Policy and Procedures. The Principal and or the District Liaison will be informed of the complaint and the result of the investigation if the complaint is school related. Statements from all witnesses and parties to the complaint may be necessary. In addition to statements, it may be necessary to review school video and computers to ensure that a fair investigation takes place.
35. The Principal, SRO and SRO supervisor will meet at the beginning of the school year to discuss the responsibilities and procedures of the SRO and District employees as outlined in this agreement. After winter break, another meeting will be conducted to discuss the progress of the SRO and district employees in meeting the specific responsibilities and procedures as outlined in this agreement, to review the school's criminal activity data and to identify strengths of the program as well as challenges that need to be addressed.

School Functions and Extracurricular Activities

- A. Upon the request of the Principal, or his/her designee, an SRO may accompany their schools to events outside of the county for the purpose of security. The payment for the SRO will be based on an hourly rate determined by Sheriff's Department policy, and in effect upon execution of this agreement, and the payment will be provided by the school requesting the SRO's services. In the event the SRO does accompany his/her school to a event outside of the county, the SRO will have jurisdiction to arrest persons committing crimes in connection with a school activity or a school-sponsored event, pursuant to Section 5-7-12 of the South Carolina Code of Laws.
- B. Any events that are of a school related nature (including, but not limited to carnivals, proms, overnight trips, dances, drama, etc.), where an SRO is requested for the purpose of security, the SRO shall be paid on an hourly rate, by the school or the sponsoring group, based on current county Sheriff's Department guidelines.

Program Goals and Evaluation

It is the goal of the Richland County Sheriff's Department to have a transparent School Resource Officer (SRO) Program and to ensure that no student is discriminated against or treated unfairly based on his/her age, race, national origin, sex, disability or sexual orientation. This will be accomplished by open communications with school staff and actively involving school district staff, citizens and stake holders of the Richland County community with the SRO Program. This will need to be a joint effort between the School District and the Sheriff's Department in the sharing of information and technology to ensure that an informed decision is made by the SRO in determining his/her course of action against a student. Cross training between the Sheriff's Department and District is very important.

The Sheriff's Department shall evaluate the effectiveness of the SRO program and report annually to the District no later than July 30th of each year. The effectiveness will be determined by open communications with each District and evaluations which will be completed by each Principal where an SRO is assigned. Any concerns by the District or School Staff should be brought to the attention of the Richland County Sheriff's Department Special Services Division Captain immediately and the concern should be discussed.

Rights and Duties of the District

The District will provide to the full-time SRO of each high school, middle school and elementary schools the following materials and facilities which are deemed necessary to the performance of the SRO's duties:

- A. Designated private office. This office will contain a telephone, which may be used for general business functions.
- B. A location for files and records which can be properly locked and secured within the office.
- C. A desk with drawers, an office chair, work table, filing cabinet, office supplies, a computer, district email account, and a school radio with a charger.
- D. Share information and training on any school-based behavior management systems, including restorative justice and other school-level diversion programs, as well as programs based on positive behavior interventions and supports, early warning systems, or similar behavior management strategies.
- E. An opportunity to participate with school staff in any other appropriate or relevant training that school staff will receive, including training on child physical or mental health, students with disabilities, or interacting with social service providers

Employment Status of the School Resource Officers

SROs will remain employees of the Sheriff's Department and shall not be employees of the District. The District and the Sheriff's Department acknowledge that the SROs are Sheriff's Department officers who shall uphold the law under the direct supervision and control of the Sheriff's Department. SROs shall remain responsible to the chain of command of the Sheriff's Department.

Appointment of School Resource Officers

Upon an opening in the SRO Division, an email will be sent to all employees of the Sheriff's Department informing them of an opening and the following:

Requirements to be considered for the School Resource Officer Program

- Applicant must be a certified Law enforcement officer hired by RCSD
- Applicant must have a minimum of 1 year law enforcement experience. The year may be waived if the applicant has prior military or teaching experience.
- Applicant must not be on probation and must be current on physical fitness requirements per departmental policy.
- Applicant must be able to work effectively with students, parents, teachers and school administrators.

In addition to the above requirements, a questionnaire will be sent out for the applicants to complete. Once a Deputy applies and meets the requirements, the applicant will sit on an oral board consisting of SRO's, a citizen representing all of the citizens of Richland County and an employee of a School District whom will be representing all of the School Districts. Each employee will be graded on a 1 – 5 scale based on their answers. The interviewers will have a chance to state if they believe the applicant should be an SRO. Once all applicants have finished the oral board, all applicants' grades will be sent to the Sheriff for consideration of appointment to the SRO division.

Before assigning an SRO, the Sheriff's Department will review the work history of the candidate in an effort to avoid assigning an officer with a history of complaints filed against him/her, especially in regards to complaints of harassment and/or use of excessive force.

By signing this agreement, the Sheriff's Department is providing the written assurance that SROs assigned or reassigned to schools in the District have completed the rigorous training curriculum the Sheriff requires annually and the Officer does not have patterns of concern in their work history especially in regards to complaints related to harassment and/or use of excessive force. SROs will complete the state-approved SRO Training as soon as possible.

Reassignment/Resignation/Dismissal of School Resource Officers

In the event the Principal or District Liaison feels that the particular SRO is ineffective in performing his/her duties, the Principal will state these reasons to the superintendent or the superintendent's designee who will notify the Sheriff or his/her designee. The District and the Sheriff's Department may meet to mediate or resolve any problems. If the problems cannot be resolved, the SRO shall be reassigned and a replacement SRO named in a timely fashion.

Good Faith

The District, Sheriff's Department, their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Negotiations between the District Superintendent or his/her designee and the Sheriff or his/her designee will resolve unforeseen difficulties or questions. The terms of the agreement are subject to change no later than May 31st of the calendar year. Any recommended changes or modifications will be reviewed by the Sheriff and the District Superintendent or their designees and any recommendations to the agreement will be submitted in writing.

Mutual Agreement

This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by all parties involved.

Services will commence on the first day of teacher in-service of the new school year and will continue through the last day of school, graduation exercises and summer school programs. This agreement shall start during the 2020-2021 school year and continue through the end of that year.

The Sheriff's Department agrees that it will indemnify and hold harmless the District, its servants, agents and employees, from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of the Sheriff's Department, its agents and employees, in connection with or arising out of the activity which is the subject of this Agreement.

This Agreement is to be governed by the laws of the State of South Carolina.

Merger

This agreement, consisting of eleven (11) numbered pages, constitutes the final written expression of all the terms of this agreement to be signed by their duly authorized officers.

Richland County School District Five

By: Christina Melton Date: 4/2/20
Dr. Christina S. Melton, Superintendent

Richland County Sheriff's Department

By: Leon Lott Date: 3/18/20
Leon Lott, Sheriff

(Revised 3/17/2020)

ADDENDUM
Summary of Expenses

- A. The cost to the District to acquire services of 6 SROs for 2020-2021 school year will be 310,138.22 at the schools assigned below:

Dutch Fork HS (2)
Dutch Fork MS

Harbison West Elementary
Spring Hill HS (2)

- B. Effective the 2013-2014 School Year, The Sheriff's Department provided additional designated SROs to staff each Elementary School identified below. The cost to the District to acquire these designated SROs for 2020-2021 school year will be \$695,691.74 for the services of 8 SROs at the schools assigned below to the District. The following schools are included in this agreement:

Ballentine Elementary
Cate Center
Chapin Middle School
Dutch Fork Elementary

H. E. Corley Elementary
Lake Murray Elementary
Oak Point Elementary
River Springs Elementary

- C. The total annual amount for the District will be \$1,005,829.96