



Public Safety Meeting

AGENDA

October 3, 2017

I. CALL TO ORDER

II. MATTERS BEFORE COMMITTEE

1. [Approval - Walton County School SRO Program Agreement for Foothills Charter](#)

III. ADJOURN



Public Safety Meeting

AGENDA

October 3, 2017

Item:

Approval - Walton County School SRO Program Agreement for Foothills Charter

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Foothills SRO Program Info](#)



To: Public Safety Committee

From: Logan Propes, City Administrator

Department: POLICE

Date: 09/29/2017 FOR 10/03/2017 AGENDA

Description: FOOTHILLS CHARTER SCHOOL AGREEMENT – SCHOOL RESOURCE OFFICERS

Budget Account/Project Name: n/a

Funding Source: GENERAL FUND - POLICE

Budget Allocation:	\$24,600	Allocated in each dept.	n/a
Budget Available:	\$24,600	Allocated in each dept.	n/a
Requested Expense:	\$24,600	Company of Purchase:	n/a

Recommendation:

Staff recommends that the Council authorize the Mayor to execute an intergovernmental agreement with Walton County Board of Education for providing school resource officers at the Foothills Charter School for an annual amount of \$24,600.00.

Background: Upon school starting in August, the new Foothills Charter School operating at MAHS reached out about the City providing school resource officers for their evening classes. At this time, the best way to handle the staffing situation is to pay a rotation of four current police officers to work the after-hours duties. The officers will be paid through the City of Monroe and may be subject to overtime rates if applicable during that pay period. As such, we have negotiated a rate that cover any overtime costs and some associated payroll-related benefits. The agreement is retroactive to the first day of school paying a rate of \$150 per day for 164 school days (five-hour days, four days per week). This current agreement expires June 30, 2018.

Walton County will take up this matter in their October meetings as well.

Attachment(s): Walton County BOE IGA

AGREEMENT BETWEEN THE CITY OF MONROE

and

THE WALTON COUNTY SCHOOL DISTRICT

for

THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT is made and entered into as of the 21st day of August, 2017 (the "Effective Date"), by and between the CITY OF MONROE, and the WALTON COUNTY SCHOOL DISTRICT (the "WCSD").

WITNESSETH

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

WHEREAS, the MPD and the WCSD recognize the benefits of a School Resource Officer Program ("Program") to the citizens of Walton County, and particularly to the employees and students of Foothills Education Charter High School (Walton Site).

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the MPD 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 School Resource Officer's 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 from August 21, 2017 through June 30, 2018; provided, however, that the Agreement shall be automatically renewed (dates may change) unless either party provides written notice of its intent not to renew the Agreement at least thirty (30) days prior to the expiration of the term. The MPD 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 MPD shall assign one (1) Police Officer to each of the following schools to serve as a School Resource Officer ("SRO"): Foothills Education Charter High School (Walton Site) @ Monroe Area High School. The duties of the SRO shall include the following:

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

(b) *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.

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

3.1.2. Supervising Officer. The Chief of Police 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 an SRO is assigned by MPD.

(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 Foothills Education Charter High School (FHCS); establish rapport with FHCS administrators; oversee school traffic issues; submit quarterly reports to the Site Director; 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 FHCS; 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 FHCS employee that have a student as the complainant or victim.

3.2 Application and Appointment Process. The MPD's School Resource Officer Unit Commander shall recruit, interview and evaluate potential candidates for the positions above. The names of any applicants receiving a favorable recommendation from the School Resource Officer Unit Commander shall be forwarded to the Chief of Police, 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. SRO's shall be scheduled in accordance with the following:

3.3.1. Working Hours. SRO's shall serve WCSD at the FHCS (Walton site) on a full-time basis, i.e., from 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 School Resource Unit Commander, 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 by the MPD 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 the SRO's when school is not in session and during periods of law enforcement emergency.

3.3.3 Overtime. The SRO may not work overtime hours without the prior approval of the School Resource Unit Commander. Overtime work will be paid in accordance with MPD policies. SRO's shall neither expect nor accept any additional compensation for overtime work directly from the WCSD.

3.4 Employment Status. The SRO and Supervising Officer (SRO's) shall be and remain employees of the MPD and shall not be WCSD employees. SRO's shall remain responsive to the supervision and chain of command of the MPD. The MPD shall remain solely responsible for the SRO's hiring, firing, training, discipline and/or dismissal. The MPD agrees to pay the salary and employment benefits of the SRO's in accordance with the applicable salary schedules and employment practices of the MPD, 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 MPD.

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 Site Director, in consultation with the Assistant Site Director, 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, MPD will replace the SRO in accordance with 3.5.3.

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

3.5.3. Replacement. In the event of a resignation, dismissal, reassignment, removal, or long-term absence of an SRO, the MPD 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, removal, or reassignment. As soon as practicable, the MPD 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 FHCS officials with the enforcement of FHCS 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 FHCS as school disciplinarians; provided, however, that an 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 MPD shall be compensated at the rate of \$150 per day, for 164 days, for a total amount of **\$24,600** annually for the services to be performed under this Agreement. Not less than sixty (60) days prior to the expiration of this Agreement, the MPD shall inform the WCSD of any additional compensation it is requesting for the subsequent term. Compensation owed to the MPD 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 MPD and, if the termination is not for cause, the WCSD shall immediately pay any remaining funds due to the MPD for the remainder of the school year. In the event of termination by the MPD, the WCSD shall compensate the MPD 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.

THE CITY OF MONROE:

By: _____ (Seal)
Mayor

Date: _____

WALTON COUNTY SCHOOL DISTRICT:

By: _____

Name: _____
Superintendent

Date: _____

[BOE SEAL]

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.