Work Session
Bulloch County Board of Education
William James Educational Complex
Central Office Board Room
Thursday, August 22, 2019
6:30 P.M.
Agenda

(The Board requests all cell phones be silenced.)

I. Convene

II. Moment of Silence and Pledge of Allegiance

III. Amend and Adopt the Agenda

IV. Old Business for Approval
   Intergovernmental Agreement by and between the BOE, Bulloch County Board of
   Commissioners, and the Bulloch County Sheriff's Office

V. Executive Session
   -School Safety Plans
   -Personnel

VI. Return to Open
   Personnel Recommendations

VII. Adjourn
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE BULLOCH COUNTY SCHOOL DISTRICT, BULLOCH
COUNTY, AND THE BULLOCH COUNTY SHERIFF’S OFFICE

THIS AGREEMENT is made and entered into this ___ day of __________, 2019, by
and between BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by
and through its duly elected Board of Commissioners (hereinafter “the County”) and NOEL
BROWN in his official capacity as Sheriff of Bulloch County, Georgia, (hereinafter “the
Sheriff”) as party or parties of the first part, and BULLOCH COUNTY SCHOOL DISTRICT,
acting by and through its duly elected Board of Education (hereinafter the “School District”)
as party or parties of the second part.

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia
provides, in pertinent part, that a county, school district, or other political subdivision of the State
of Georgia, may contract with one another for the provision of services, and for the use of facilities
which the county, school district, or other political subdivision is authorized by law to provide; and

WHEREAS, the Sheriff, through the Sheriff’s Office and in coordination with the School
District, has instituted and established a School Resource Officer Program (“the SRO Program”)
that provides for the placement of Sheriff’s Office certified law enforcement officers (“SROs”) within the School District; and

WHEREAS, the School District agrees to implement the SRO Program in certain School
District schools; and

WHEREAS, the County, the Sheriff, and the School District desire to establish the
guidelines of the SRO Program and have a mutual understanding of the particular roles of each
entity in relation to the SRO Program.

NOW THEREFORE, for and in consideration of good and valuable consideration
described herein, the receipt and sufficiency of which are hereby acknowledged, and the mutual
covenants and agreements contained in this Agreement, the parties do hereby agree as follows:

ARTICLE 1- PURPOSE

The School District, the Sheriff, and the County agree that the purpose of the SRO Program
is to provide resources and support for School District students, teachers, and staff in law
enforcement related matters. These resources and support include: providing classroom
instruction on law enforcement related matters, D.A.R.E., and G.R.E.A.T.; allowing students to build positive relationships with law enforcement officers, in the form of SROs, in a non-confrontational setting; protecting persons and property on School District grounds; attending extracurricular activities after the regular school day both at the school and at out of town events; gathering information concerning criminal activity involving School District students on or off of School District grounds; investigating crimes that occur on School District grounds; and generally enforcing the laws of the State of Georgia on and around School District grounds. For the purposes of this Agreement, the term “Regular Academic Session” shall mean each period beginning on the first day class is in regular session at any school at the beginning of the school calendar, excluding pre-planning, and ending on the last day that class is in regular session at the end of the school calendar, each such period being comprised of 180 School District business days.

ARTICLE 2- POLICY

It is the policy of the Sheriff’s Office to maintain a minimum of five (5) SROs for the School District.

ARTICLE 3- CHAIN OF COMMAND

The SRO Program is part of the Sheriff’s Office, and all SROs shall follow the chain of command of the Sheriff’s Office. The commander of the Sheriff’s Office Community Relations Division shall serve as the SRO Program Coordinator for the Sheriff’s Office and will act as the day to day immediate supervisor of the SRO Program for the Sheriff’s Office.

Each SRO shall coordinate activities with the School’s administration. All School related activity must be coordinated by each SRO with the principal’s office. When an SRO perceives that law enforcement action is required at a School, he/she shall take such action and then notify the principal of the actions taken as soon as reasonably possible thereafter.

The SROs are first and foremost law enforcement officers and employees of the Sheriff’s Office and, while performing duties as SROs, will remain employees of the Sheriff’s Office with all rights, benefits, and privileges attaching thereto. At any time during which the School District is not in Regular Academic Session, each SRO will report to the Sheriff’s Office and perform duties as assigned by and through the Patrol Division chain of command and receive law enforcement and SRO training. The commander of the Sheriff’s Office Community Relations Division will coordinate these activities with the commander of the Sheriff’s Office Patrol Division. Upon request by the School District, scheduling and time permitting, the SRO shall be available for additional School District related duties at extracurricular activities as designated by school officials during the period when the School District is not in Regular Academic Session, including sporting events and school registration. Compensation for such extra services will be paid by the School District to the County as outlined below.
ARTICLE 4- SELECTION OF PERSONNEL AND MINIMUM REQUIREMENTS

The Sheriff, based upon criteria to be mutually established by the Sheriff’s Office and the School District, shall appoint SROs. Appropriate School District personnel may participate in any interviews of prospective SRO candidates.

SROs will be sworn and certified law enforcement officers and will possess, at a minimum, these qualifications:

- Peace Officers Standards and Training (POST) Certification
- Must be able to obtain certification as a D.A.R.E. and G.R.E.A.T. instructor within one calendar year of assignment
- Demonstrated ability to work well with young people and educators
- Demonstrated maturity and no history of conduct unbecoming a deputy
- Skills in interpersonal relationships
- Skills in de-escalation of conflict and in conflict resolution
- Must adhere to the Sheriff’s Office principle that a balanced approach be taken between law enforcement activity and maintaining healthy community relations with citizens

ARTICLE 5- DISMISSAL OF SROs

In the event that a principal of a school to which an SRO is assigned believes that the assigned SRO is not effectively performing his/her duties and responsibilities, the superintendent of schools shall notify the SRO Program Coordinator. Within a reasonable amount of time after receiving such notification from the superintendent, the SRO Program Coordinator shall advise the Sheriff of the superintendent’s concerns. If the Sheriff so desires, the superintendent and the Sheriff, or their designees, may meet with the SRO to mediate or resolve any problems they may determine exist. Additionally, the SRO assigned to the School may immediately be re-assigned to another post by the Sheriff.

ARTICLE 6- SRO DUTIES AND RESPONSIBILITIES

Each SRO shall have the following duties and responsibilities, in addition to those described elsewhere in this Agreement:

- Provide School District students, faculty, staff, and visitors with the opportunity to meet and interact with a law enforcement officer in a non-confrontational setting
- Act as a deterrent to crime in School buildings, on School grounds, and in communities surrounding Schools, not only through their uniformed presence, but also by developing positive relationships with School District students, faculty, and staff, and the communities surrounding the Schools
- Provide classroom instruction and act as a resource for information for School District students, faculty, and staff concerning law enforcement topics
• Provide for the safety and security of School District students, faculty, staff, and visitors, including sporting events and extracurricular activities
• Make himself/herself available, as time permits, for conferencing with students, parents, and faculty members in order to assist them with issues of a law enforcement and crime prevention nature
• Respond to emergency situations that arise on School District grounds and take whatever appropriate law enforcement action is reasonable to resolve such situations
• Assist the Sheriff’s Office Criminal Investigations Division and the Statesboro-Bulloch Crime Suppression Team in the investigation of any crimes which occur on School District grounds; the SRO will contact additional law enforcement personnel to assist him/her as determined to be needed by the SRO
• Enforce the law of the State of Georgia
• Communicate with School administrators about law enforcement concerns on School District grounds
• Be present on School grounds during the hours of 7:30am to 3:30pm during the Regular Academic Session when classes are in session
• As needed, conduct formal interviews of School District students in accordance with Sheriff’s Office and School District policies
• Assist all local, state, and federal law enforcement agencies conducting interviews, arrests, or other actions related to the School District in accordance with Sheriff’s Office policies
• Maintain a “zero tolerance” policy on all criminal gang activities, illegal drug activities, and weapons on School District grounds; criminal charges will be filed by the SRO regarding such activities as appropriate and case files sent to the courts of proper jurisdiction
• It is acknowledged that a SRO may be called on as a witness or to participate in the School District’s disciplinary or truancy processes; however, the disciplining of students for violations of School District policies is solely the responsibility of the School District; a School principal may contact the SRO if he/she believes that an incidents involves a violation of Georgia law, after which the SRO shall determine whether a law enforcement response is appropriate; SROs are not to be utilized by the School District for enforcing School District policies or monitoring the duties of School District employees; violations of School District policies observed by the SRO shall be brought to the attention of the appropriate School District administrator
• Attend pre-planning meetings with administration and instruction staff of the SRO’s assigned Schools for a complete orientation of the SRO Program as needed or when requested
ARTICLE 7- SCHOOL DISTRICT DUTIES AND RESPONSIBILITIES

The School District shall provide to each SRO the following materials, training, and facilities, which are deemed essential to the performance of the SRO’s duties:

- A reasonable work space at the School
- A copy of relevant School District policies and procedures
- School operations training

ARTICLE 8- SHERIFF’S OFFICE AND COUNTY’S DUTIES AND RESPONSIBILITIES

- Provide the SRO with the usual and customary office supplies and forms required for the performance of the SRO’s duties
- Provide uniforms and equipment required of law enforcement personnel
- Provide a vehicle, fuel, and maintenance
- Provide law enforcement and SRO training
- Provide Liability and Workers’ Compensation Insurance coverage for the SROs

ARTICLE 9- REVIEW OF SRO PROGRAM

SRO evaluations will occur in June of each year. A SRO Program Committee will perform all evaluations. The SRO Program Committee will consist of the School District Superintendent or his designee, the SRO Program Coordinator, and the principal of Schools with assigned SROs. Each SRO will be provided with a written evaluation no later than June 30 of each year.

ARTICLE 10- ASSIGNMENT OF PERSONNEL

SROs will be assigned to schools in unincorporated Bulloch County by the Sheriff. The Sheriff will provide advice to the School Superintendent in the form of crime statistics and call volumes pertaining to the schools under consideration. Conflicts over the assignment of SROs will be resolved by the Sheriff with advice provided by the School Superintendent. The addition of SROs to schools located in incorporated municipalities may only be made after further agreements regarding joint funding and supervision of these SROs by the municipality, Sheriff, the County, and the School District.

The School District agrees to allow SROs to leave their assigned schools during the Regular Academic Session to instruct D.A.R.E. at designated elementary schools and/ or G.R.E.A.T. at designated middle schools nearby their assigned school.

ARTICLE 11- COMPENSATION

For purposes of this Agreement, the term “Regular Duty Period” means the eight-hour period from 7:30 am until 3:30 pm each day that school is in session during the Regular Academic
Session, and the term “Extracurricular Period” means time that an SRO performs work outside of a Regular Duty Period at the request of a school administrator. SROs shall be employed by the Sheriff and paid through the County’s payroll system at all times they are performing work during a Regular Duty Period or an Extracurricular Period and will be covered by the County’s liability and workers’ compensation insurance.

For work performed by SROs during Regular Duty Periods, the School District will pay the County during the initial term for each SRO assigned to this Agreement in the amount of forty-three thousand, six-hundred eighty seven dollars and ninety-five cents ($43,687.95). After the initial term, this amount shall be increased by three percent (3%) on July 1st each year that this Agreement remains in effect. The County Finance Department will send monthly invoices to the School District for work performed by SROs during Regular Duty Periods.

For work performed by SROs during an Extracurricular Period, the School District will pay the County at the hourly rate of $25.00 for each hour worked. The Sheriff’s SRO Coordinator will send monthly invoices to the School District for work performed by SROs during Extracurricular Periods.

The School District will make payment for all invoices to the County within thirty (30) days of receipt. In the event that payments to the County by the School District become more than thirty (30) days past due, the County and/or the Sheriff may thereafter immediately terminate this Agreement by providing written notice of such termination, and the reason therefor, to the School District.

The School District shall have no obligation to pay the County for SROs utilized by the Sheriff’s Office for work outside of Regular Duty Periods or Extracurricular Periods.

ARTICLE 12- TERM

This initial term of this Agreement commences on July 1, 2019 and shall end on June 30, 2020. Thereafter, this Agreement will automatically renew for successive one-year terms commencing on July 1 and ending on June 30 each year, unless any party provides a notice of non-renewal to the other parties at least sixty (60) days prior to the end of the then-current term.

ARTICLE 13- INDEMNIFICATION

Each party does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the other parties, their officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the performance of this Agreement, except as would relate to any injury, claim, action, lawsuit, damage, judgment, or liability caused by or contributed to by the negligence or reckless or intentional act of the complaining party, its officers, agents, servants, or employees to the extent of such negligence or reckless or intentional act.
ARTICLE 14- ASSIGNMENT OR TRANSFER

The rights, privileges, and obligations under this Agreement shall not be assigned or transferred by any party; provided, however, that this Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

ARTICLE 15- NOTICES

Any notices required or permitted pursuant to this Agreement shall be in writing and may be effected by U.S. mail or by facsimile. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by facsimile shall be deemed to have been received on the date on the sending party’s facsimile confirmation sheet.

• To the School District: Superintendent Charles Wilson 150 Williams Rd Statesboro, GA 30458 Facsimile: (912) 212-8529

• To Bulloch County County Manager Tom Couch 115 North Main Street Statesboro, GA 30458 Facsimile: (912) 764-8634

• With a copy to County Attorney Jeff Akins 115 North Main Street Statesboro, GA 30458 Facsimile: (912) 764-8634

• To the Sheriff’s Office Sheriff Noel Brown 17257 U.S. 301 N Statesboro, GA 30458 Facsimile: (912) 764-2917

• With a copy to SRO Coordinator James Billings 17257 U.S. 301 N Statesboro, GA 30458 Facsimile: (912) 764-2917
ARTICLE 16- GENERAL PROVISIONS OF THIS AGREEMENT

The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience, and ease of reference, and shall be disregarded in the construction of this Agreement.

No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by another party with this Agreement, and no custom or practice of any party at variance with the terms and conditions of this Agreement, shall constitute a waiver of any such party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.

This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

This Agreement may be executed in multiple counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

ARTICLE 17- ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement. This Agreement supercedes any prior agreements between the parties, either written or oral.

ARTICLE 18- SEVERABILITY OF TERMS

In the event that any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

ARTICLE 19 – IMMUNITY

Nothing contained in this Agreement shall be deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

BULLOCH COUNTY BOARD OF COMMISSIONERS

By: ____________________________
    Roy Thompson, Chairman

Attest: __________________________
       Olympia Gaines, Clerk

NOEL BROWN
SHERIFF OF BULLOCH COUNTY

By: ____________________________
    Noel Brown, Sheriff

Attest: __________________________
       James Billings,
       SRO Coordinator

BULLOCH COUNTY SCHOOL DISTRICT

By: ____________________________
    Michael Alan Sparks,
    Chairman

Attest: __________________________
       Charles G. Wilson,
       Superintendent
**MEMORANDUM**

DATE: August 22, 2019  
TO: Charles Wilson  
FROM: Phillip Tremble  
RE: Personnel Action

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**VOLUNTARY SEPARATION**

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<td>Hoffman, Teresa</td>
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**RECOMMENDATIONS**

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<td>Wright, Julianne</td>
<td>Secretary</td>
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**RECOMMENDATIONS PENDING BACKGROUND CHECK**

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