

**CONTRACTUAL AGREEMENT BETWEEN**

**HORRY COUNTY SCHOOLS**

**AND**

**CITY OF MYRTLE BEACH POLICE DEPARTMENT**

**SCHOOL RESOURCE OFFICER PROGRAM**

This agreement is made between the City of Myrtle Beach Police Department, hereinafter known as “the City” and Horry County Schools, hereinafter known as “the School District.” This agreement will remain in effect through June 30, 2021; however, the agreement may be terminated with or without cause by either the City or the School District upon a thirty-day advance notice in writing to the other party. In addition, this agreement may be modified by a written amendment signed by the City and the School District.

**SECTION I**

**The City of Myrtle Beach Police Department agrees to the following:**

1. That one certified police officer in uniform be assigned to perform the duties of a School Resource Officer (hereinafter referred to as SRO) at the locations listed below for the 2020-2021 school year.  
**Myrtle Beach Elementary School**
2. That a full-time supervisor 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. That 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. That the following are duties and responsibilities of the SRO:
  - a) The SRO will be assigned to a full-time, 8-hour 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 will 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.

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- 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. 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 will 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.
5. That the SROs will remain as employees of the City of Myrtle Beach and will not be employees of the School District. The School District and the Chief of Myrtle Beach Police Department acknowledge that the SRO is a police officer who will uphold the law under the direct supervision and control of the City. The SRO will remain responsible to the City's chain of command.
  6. That the City will be responsible for recruiting, interviewing, and evaluating SROs who will serve at the pleasure of the Chief of Police and the Superintendent respectively.
  7. That, 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 will be removed from the school and a replacement will be obtained as soon as possible. The SRO in question will not be

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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. That 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 Myrtle Beach.
9. That 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. That the City will maintain workers' compensation insurance for its agents and employees and provide the School District with evidence of insurance upon request.
11. That the City will maintain a general liability insurance policy that provides coverage of at least \$1,000,000 per occurrence for the SRO. The City will also provide the School District with evidence of liability insurance upon request, issued by the liability insurance carrier, which describes the coverage.
12. That the City 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. That the City 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 HCS; 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).

## **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 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.

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- 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.

### **SECTION III**

#### **SPECIAL CONDITIONS:**

Chief of Police, 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 Chief of Police or their designees. The terms of this agreement may be changed at the end of each school year no later than June 30<sup>th</sup> of the calendar year. The Chief of Police, 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 one-year agreement with a provision allowing for application for continuation. This agreement will be renewed at the end of each school year with the written consent of each party. Either party may terminate this agreement at any time by providing the other party with a thirty day (30), written notification or sooner in the event funding is no longer available to either party.

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.

The provisions of this Agreement are also applicable to circumstances, in which the Myrtle Beach Police Department assigns a School Resource Officer to a school that Horry County Schools does not directly subsidize, but funded instead, from other sources such as may be derived from federal and/or state grants.

**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:

***SRO Agreement***

**Horry County Schools**

**Witness:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**City of Myrtle Beach Police Department**

**Witness:** \_\_\_\_\_

\_\_\_\_\_

Chief of Police

\_\_\_\_\_

Date