School Resource Officer

*Sample County Sheriff’s Office*

Memorandum of Understanding

1. School assignments, supervision and evaluation
2. The *Sample County Sheriff’s Office*, hereafter referred to as Department, will assign a Law Enforcement officer to perform the duties of a School Resource Officer, hereinafter referred to as SRO, at the following schools:

***ABC Middle School***

1. The Chief/Sheriff, or his designee, will supervise the Department officer(s) assigned to the SRO program and will randomly make scheduled or nonscheduled visits to the school(s). If the school has a state-funded SRO, the South Carolina Department of Public Safety will also randomly make scheduled or nonscheduled visits to the school(s) in a non-supervisory capacity related to grant monitoring.
2. The Department will provide to the School District Superintendent a semester and a yearly report of SRO activities and incidents.
3. Duty hours of the SRO
4. Absent extenuating circumstances, the school(s) listed in section 1 will have an SRO assigned during regular school hours on a fulltime basis. Extenuating circumstances include illness or other authorized leave, attendance of training required to maintain the SRO’s law enforcement commission, required court attendance, a natural disaster, or a declared state of emergency. When feasible, every attempt will be made to schedule training, annual leave, or compensatory time during normal school breaks or otherwise provide coverage during regular school hours.
5. The Department will take into consideration the possibility of false emergency calls that might otherwise pull SROs from their schools during normal school hours and leave the school vulnerable before directing an SRO to respond to an emergency call off the school grounds.
6. Duties and responsibilities of the SRO
7. The primary responsibility of a *Sample County Sheriff’s Office* SRO is law enforcement action as required. The SRO will investigate criminal activity that occurs on the school campus. Information will be gathered on runaways, gang activities, burglaries and other criminal or law enforcement activities. The SRO will take law enforcement action as required against intruders and unwanted guest who may appear during the school day or at related school functions.
8. All law enforcement activities will be to the extent that the SRO may do so under the authority of law. As soon as is practical, the SRO will make the principal aware of any law enforcement action. The SRO will submit a Department incident report to the Chief/Sheriff within twenty-four hours of the occurrence of an incident.
9. The SRO will not act as a school disciplinarian. Disciplining students is a school responsibility, but if a violation of law occurs, the principal will contact the SRO in a timely manner. The SRO will make a determination as to whether or not law enforcement action is appropriate. The SRO will not be assigned as a substitute teacher, nor to hall, lunchroom, bus or other monitoring duties; however, if there is a disturbance the SRO will assist the school until the situation is resolved.
10. The SRO acts as a resource person to students, parents, faculty and staff. The SRO will become familiar with all community agencies that offer assistance to youth and families, such as mental health clinics, drug treatment centers, etc. The SRO may make referrals to such agencies when deemed appropriate.
11. The SRO maintains a professional working relationship with students, parents, school faculty and administration by attending PTO meetings and faculty meetings upon request.
12. The SRO will be available 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 is governed by South Carolina law and will not be disclosed except as provided by law or court order.
13. The SRO will conduct law enforcement related educational classes during the school year. The SRO will work with the administration in scheduling the classes, and classroom time will be coordinated with the faculty members involved. The SRO will teach no more than two (2) periods in a given day.
14. The SRO will provide assistance to other law enforcement officers or agencies in matters regarding the SRO school assignment whenever necessary.
15. 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 staff members concerned prior to enactment.
16. Co-Curricular Activities and School Functions
17. Upon request of the principal or his/her designee, the SRO may accompany their school to events outside the town/city/county limits for the purpose of providing security in accordance with the law enforcement agency’s policy, procedures, and Section 5-7-12 of the South Carolina Code of Laws, as amended.
18. SRO Project Objectives

a. Promote student understanding of the law and the criminal justice system.

b. Decrease the number of student conduct/criminal violations occurring during the school day and during extracurricular school functions.

c. Decrease gang activity and involvement in gangs by students.

d. Improve students’ attitudes and relationships with law enforcement personnel.

e. Increase access of students, parents, and families to community agencies that offer assistance to youths and their families for problems that require professional help.

1. Conduct crime prevention programs and improve school officials' response to criminal activity and violence.
2. Duties of the School District/School
3. The school must provide the SRO with an air-conditioned and properly lighted office with a locking door.
4. This office should contain (EXAMPLE):
5. a telephone with access to a private line
6. a desk with drawers
7. an adjustable chair with casters
8. worktable
9. locking file cabinet
10. office supplies
11. two guest chairs
12. internet access and email account
13. SROs will remain employees of the Department and will not be employees of the School District. The School Board and the Department acknowledge that the SRO is a law enforcement officer who will uphold the law under the direct supervision and control of the Department. The SRO will remain responsible to the chain of command of the Department.
14. The Department will be responsible for recruiting, interviewing and evaluating SROs. The Chief of Police/Sheriff, or his designee, will supervise the officer(s) assigned to the SRO program and will randomly make scheduled or nonscheduled visits to the school(s).
15. In the event that the Principal of the school to which the SRO is assigned believes that the SRO is ineffective, that he/she cannot work cooperatively with the SRO, or that the SRO poses a threat to the safety and welfare of the students, the Principal will state these reasons in writing to the Superintendent. The Superintendent will review the situation and if he or she agrees with the Principal’s determination, will notify the Chief of Police/Sheriff of the concerns. If the Chief of Police/Sheriff desires, he will arrange a meeting with the Superintendent or their designee and the Principal within fifteen (15) calendar days of the Superintendent’s notification in order to address the Principal’s concerns. If the meeting does not resolve the Principal’s concerns within a timeframe agreed upon at the meeting or if the Chief of Police/Sheriff does not desire a meeting, the Chief of Police/Sheriff will reassign the SRO.
16. The SRO may be dismissed or reassigned based upon policy and procedure of the Department.
17. In the case of the resignation, dismissal, reassignment, or extended absences by an SRO, a replacement will be provided by the Department within thirty (30) school days.
18. The School Board, the Department, their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief/Sheriff or their designees.

1. The terms of this agreement may be amended at the end of each school year, but no later than July 31 of the calendar year. The parties hereto agree to negotiate in good faith any desired amendments. Any recommended changes or modifications will be renewed by the Chief/Sheriff and the Superintendent or their designees after being submitted in writing and signed by the party to be changed.

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 the party to be changed.

This agreement constitutes a final written expression of all terms of this Agreement to be signed by their duly authorized officers.

Chief of Police/Sheriff Date

School District Superintendent Date

ANNUAL REVIEW:

I have read and understand the terms of this agreement:

DATED: \_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal

DATED: \_\_\_\_\_\_\_\_\_­­­­­­\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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