

MEMORANDUM OF UNDERSTANDING SCHOOL RESOURCE OFFICER PROGRAM

We do hereby agree that it is mutually beneficial to all parties for Scott County Deputies to be assigned as School Resource Officers to schools within Scott County. It is understood by all parties that Deputies are employees of the Scott County Sheriff's Office. The SROs are employed and retained by Scott County Sheriff's Office, and in no event shall any employee of the Sheriff's Office be considered an employee of the schools regardless of funding source.

The purpose of this document is to facilitate a clear understanding of roles, duties, and responsibilities. This Memorandum of Understanding (MOU) is being set forth on this 1st day of April, 2017 with full recognition that the agreement and document must be a living document to allow for program evolution and provide for some Scott County School District variances, needs, and future changes.

It is recognized that the School Resource Officer Program has enjoyed a nineteen year history within the Scott County Sheriff's Office and Scott County Schools, since a limited pilot project at Gate City High School was implemented by the Scott County Sheriff's Office, and has enjoyed an excellent relationship with the schools. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, schools, principals, and directors.

The Scott County Sheriff's Office recognizes and supports the need for safe Schools, and a safe learning environment for our youth. In furtherance of that goal, the Scott County Sheriff's Office School Resource Officers shall work in partnership with School officials toward this end. The Scott County School System will provide a private office, office furnishings, telephone, and a computer to the SRO for his/her use in the schools.

MISSION STATEMENT – SCOTT COUNTY SHERIFF'S OFFICE

The Scott County Sheriff's Office is committed to improving the quality of life Through a customer service, problem solving partnership with the community.

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school Staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

SCOTT COUNTY SHERIFF'S OFFICE SCHOOL RESOURCE OFFICER PROGRAM OBJECTIVES

1. Friendly contact between the Scott County Sheriff's Office and the county's youth.
2. Assistance and information sharing concerning problems and issues affecting the Schools and students.
3. Education of children regarding the role of laws, courts, and police in society.
4. Protection and education of children involving molestation, involvement with older Law violators, and other harmful influences.
5. Investigation of cases involving juveniles and use of effective alternatives to court Whenever possible.
6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment.
7. Effective problem solving and liaison with neighborhoods surrounding the high Schools, which are affected negatively by the conduct of students.

It should be recognized that School Resource Officers:

< Will report to their School or Schools each day school is in session. This means they are not to go elsewhere without notifying the school and/or the captain of the sheriff's office.

< Will not at any time leave their school unless notifying the school and telling them when they might be returning.

< Are encouraged to be a part of Student Council /Groups and School Staff when requested, and to work as a team with other school officials for the betterment of students and the school and neighborhood environment as a whole;

< Are encouraged to work extracurricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. Any work by the SRO in this capacity will be approved by the assigned Scott County Sheriff's Office Supervisor. The SRO will not be used as a replacement officer for off-duty/special duty assignments. It will not relieve the School District of the need to provide adequate security at special events. All after hours work shall be approved by the SRO supervisor in advance.

< Are expected to keep the school principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a Student. This, of course, will not occur if the information is inappropriate for release According to Virginia Law.

< Are deputy sheriffs assigned as Uniform Patrol Officers of the Patrol Division of the Scott County Sheriff's Office. As such, their primary responsibilities are to investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, to recover stolen property, bring perpetrators to justice, and support the enforcement policies of the Scott County Schools.

< Are governed by the rules, policies, shifts, schedules, procedures and practices of the Scott County Sheriff's Office, under the supervision of an assigned Captain.

< Are expected to attend all training, meetings and appointments assigned by the Sheriff's Office. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall strive to keep the school principal or his representative informed about his/her absences and/or activities as appropriate on a need to know basis;

< Duty assignment in the summer months, when school is not in session, will be under the direction of the Captain of the Scott County Sheriff's Office. SRO's may also be required to work regular police duty assignments, at other times when school is not in session, when so directed by the Captain;

< SROs are not security guards provided to the school district by the Scott County Sheriff's Office. They should not be viewed by school officials as a replacement for security, although it is recognized that police presence has a crime prevention impact. If security is needed, the school can hire off duty Deputy's;

< Also police officers and not school teachers, school administrators, nor school counselors.

< The officers will assist teachers with classroom presentations on relative topics when requested and able. They will also work with families, individual students and other school staff members with counseling and guidance efforts when requested and appropriate. We, the undersigned, encourage team work, partnerships, cooperation and coordination between the officers, their supervisors and the school administrators and their staff, as well as with the surrounding neighborhood;

< Are not and shall not be relied upon or scheduled to serve Traffic Control into or out of school property, as bus stop monitors, hallway monitors, nor lunch room monitors. Although, time permitting, SROs Should assist school officials who are regularly assigned in these capacities since they provide excellent opportunities to achieve

program objectives, including professional and friendly contact with youth, positive relationships and crime prevention.

< SROs, School Administration for the respective middle and/or high schools and The assigned Police Supervisor will meet at the beginning of each school year to Determine the goals and objectives of the SRO for the respective school. An Assessment mechanism will be developed jointly, in an effort to determine the Effectiveness of the SRO program. Quarterly and year end meetings will be held to Determine progress and to make adjustments as needed.

< Are not intended to substitute for or relieve the building administrators of their primary responsibility for maintenance of discipline and good order in the school.

PROGRAM ASSESSMENT

The School Resource Officer Program will be assessed annually, and the evaluation Will be conducted jointly between the Scott County Sheriff's Office and Scott County Public Schools. The following areas, at a minimum, will be used to evaluate the program:

< Success of established goals and objectives.

< An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security.

< Traditional police-citizen contacts (citations, arrests, FIRs, etc.).

< Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).

< Surrounding neighborhood feedback and reaction to police efforts to address issues Concerning the schools and students.

< Accomplishment of tasks agreed upon as part of any work plan written in Conjunction with the Principal.

Each officer's effectiveness in the program will be evaluated at the end of each School term. The Principal will provide input into the evaluation. This may include a Recommendation to the Captain of the Scott County Sheriff's Office that the officer not be assigned to that school the following year. The Captain will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a school resource officer is within the sole discretion of the Sheriff and Captain.

EFFECTIVE DATE:

This Memorandum of Understanding is effective July 1, 2017 and shall remain in Effect through June 30, 2018, unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT:

Either party may terminate this agreement upon sixty (60) days written notice to the Other party.

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

No modification of this Agreement shall be valid or binding unless the modification Is in writing, duly dated and signed by both parties.

Executed this ____ day of _____, 2014.

SCOTT COUNTY SHERIFF’S OFFICE

Attest:

Sheriff or Captain Scott County
Sheriff’s Office

By: _____
W. John Puckett or James Benton

SCHOOL DISTRICT

Attest:

Superintendent Scott County
Schools or Assistant

By: _____
John Ferguson or Jason Smith

Approved as to form:

County Attorney