STATE OF SOUTH CAROLINA

MEMORANDUM OF AGREEMENT

COUNTY OF BEAUFORT

THIS MEMORANDUM OF AGREEMENT ("MOA") is made and entered into this, the 3rd day of June 2019, by and between the BEAUFORT COUNTY SCHOOL DISTRICT (the "BCSD") and the CITY OF BEAUFORT (the "COB") and its BEAUFORT POLICE DEPARTMENT (the "BPD"), (collectively, the "Parties").

WHEREAS, the BCSD and the COB desire to set forth in this MOA the specific terms and conditions of the BPD School Resource Officer ("SRO") program and the services to be performed for and provided to the BCSD by the BPD;

WHEREAS, the BCSD and the BPD recognize the benefits of the SRO program to the citizens of Beaufort County, and particularly to students, parents, and staff of the BCSD;

WHEREAS, the BCSD desires to have the BPD provide SRO services to certain BCSD schools listed hereinbelow;

WHEREAS, the BPD is willing to provide SROs at certain BCSD schools listed hereinbelow;

WHEREAS, it is in the best interests of the BCSD, the BPD, and the citizens of Beaufort County to establish and maintain a SRO program as hereinafter described;

WHEREAS, the Parties agree and understand the State of South Carolina implemented regulations governing SROs and the services provided to public schools by SROs; and

WHEREAS, the Parties agree all prior SRO Agreements, contracts, memoranda, and similar agreements are hereby terminated, superseded by, and replaced by and with this MOA.

I. **INCORPORATION OF STATE REGULATIONS.** The Parties agree they are bound by and incorporated herein by reference shall be S.C. Code of Regulations 43-210, School Resource Officers, effective July 1, 2018, as from time to time may be amended.

II. **EXPECTATIONS FOR SROs IN BCSD SCHOOLS.** The BCSD school campuses are learning environments where BCSD students are prepared for success in college, careers, and citizenship. SROs are necessary to provide law enforcement and police services to assist in providing a safe learning environment. SROs shall act in accordance with policies and procedures of the BPD to enforce state laws and county and municipal ordinances.

III. **SRO DEFINED.** An SRO shall be a sworn law enforcement officer, pursuant to the requirements of any jurisdiction of South Carolina, who has completed the basic course of instruction, as provided or recognized by the National Association of School Resource Officers or the South Carolina Criminal Justice Academy, and who is assigned to a BCSD school to have as a primary duty the responsibility to act as a law enforcement officer,

advisor, and teacher in such school. An SRO has statewide jurisdiction to arrest any persons committing crimes in connection with a school activity or school-sponsored event.

IV. RIGHTS AND DUTIES OF THE BPD.

A. Number and Assignment of School Resource Officers.

1. The BPD shall assign no fewer than one (1) regularly employed, fully trained, and fully equipped law enforcement officer to each of the following BCSD schools:

   a. Beaufort High School;
   b. Lady's Island Middle School; and
   c. Beaufort Middle School

2. The BPD shall assign a supervisor during the BCSD regular school year for students to oversee the law enforcement officer(s) assigned to the above schools and to perform scheduled and non-scheduled visits to the schools.

3. The BPD shall provide mid-year and year-end reports of calls for services and criminal incidents occurring on BCSD property to the Superintendent, or his/her designee. The reports shall include trend data with a narrative explanation.

4. The BPD shall be solely responsible for payment of assigned SROs a salary and provide any and all employment benefits in accordance with BPD salary schedules and employment practices.

5. The BPD shall provide Worker's Compensation for SROs when assigned and on extra-duty assignments in the BCSD.

B. Regular Duty Hours of School Resource Officers.

1. Each school listed above shall have no fewer than one (1) SRO assigned on a full-time basis during the regular school year, on duty for no less than eight (8) hours a day. In the event an assigned SRO shall be required to attend court or training, which shall be limited to extent possible by the SRO and the BPD, the BPD shall provide coverage during the time the regular SRO is absent, to the extent possible and practicable. Any SRO may be temporarily reassigned by the BPD during school holidays and summer vacations, or during the period of a law enforcement emergency.

2. In cases of emergency or unusual circumstances, in the joint discretion of the BPD Chief, or his/her designated representative, and the BCSD Superintendent, or his/her representative, an SRO may be temporarily assigned such duties at the elementary school level to insure the continued physical and psychological well-being of students. A record shall by kept of the dates of such temporary assignment

and circumstances warranting. This record shall be made part of the report required by Paragraph II, Programs Goal and Evaluation, *supra*.

C. Roles and Duties of School Resource Officers.

1. Law Enforcement Officer. As sworn law enforcement officials, SROs have a major role in campus security. SROs shall not only be called to respond to criminal incidents, but also to assist in emergency crisis planning, building security, and training school personnel on handling crisis situations.

2. Law-Related Educator and Instructional Responsibilities. Teachers and staff shall utilize SROs within the classroom to help design and present law-related topics regarding the role of law enforcement in our society. Each SRO shall act as an instructor for specialized, short-term programs at all schools, when invited to do so by the Principal or a member of the faculty. Each SRO shall act in the capacity of law enforcement, teacher and counselor for Public Safety classes.

3. Community Liaison. Principals shall encourage SROs' visibility within the school community, as well as attendance and participation at school functions, to build working relationships with school personnel, students, and parents.

4. Positive Role Model. SROs shall be positive role models and may be used to promote the profession of law enforcement as a career choice for students. School administrators shall support positive interactions between SROs and students on school campuses.

5. Additional Duties and Responsibilities of SROs.

   a. SROs shall coordinate all of their activities and programs within the school with the Principal or his/her designee and shall seek and receive approval and guidance prior to enactment.

   b. SROs shall develop expertise in presenting various subjects to students. Such subjects shall include a basic understanding of state laws, the role of the law enforcement officer, and his/her duties. A program evaluation form shall be distributed to all students and the teacher after each session by the SRO. This information shall be kept on file by each SRO or by the BPD and shall be subject to review by the BCSD and the BPD.

   c. SROs shall encourage individual and small group discussions with students, based upon material presented in class, to further establish rapport with the students.

   d. When requested by a Principal, an SRO shall attend parent/faculty meetings to solicit support and understanding of the SRO program.

e. SROs shall make themselves available for conferences with students, parents, and faculty members to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained during these conferences shall be governed by Title 63 of the South Carolina Code of Laws (the South Carolina's Children's Code) and shall not be disclosed except as allowed and or required by law.

f. SROs shall become and be familiar with community agencies offering assistance to youth and their families, including but not limited to mental health clinics and drug assistance centers. SROs shall make referrals to such agencies when necessary, thereby acting as a resource person to students, parents, faculty, and staff of the school.

g. SROs shall assist Principals in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student arrests.

h. Should it become necessary to conduct formal police interviews with the students, the SRO shall inform the Principal or his/her designee and shall adhere to law enforcement policies and procedures and legal requirements regarding such interviews.

i. SROs shall take law enforcement action as required. SROs shall take law enforcement action as required against intruders and unwanted guests who may appear at a school and/or related school functions, to the extent SROs may do so under the authority of law. As soon as practicable, SROs shall make the appropriate Principal aware of such action.

j. SROs shall assist other law enforcement officers in matters regarding his/her school assignment, whenever necessary. SROs shall, whenever possible, participate in and/or attend school functions as they relate to their duties.

k. SROs shall maintain detailed and accurate records of the SRO Program on a weekly basis and shall forward the same to SRO supervisors, who shall forward copies to the Superintendent and/or his/her designee.

D. Student Discipline Functions of SROs.

1. SROs shall not act as school disciplinarians and shall not ordinarily be requested or permitted to intervene in school discipline matters. Discipline of BCSD students is a school and BCSD responsibility.

2. SROs shall be called only in situations when a student's behavior has exceeded the level of disruptive student, as determined by the appropriate school administrator and as based on BCSD administrative regulation. SROs shall be called when conduct rises to the level of criminality and when the conduct presents an immediate safety risk to one or more persons.

3. When law enforcement referrals are required, a SRO shall be the first line of contact for local law enforcement to ensure the matter is resolved expeditiously to decrease significant interruption to the learning process.

4. SROs are not to be used for regularly assigned lunchroom duties, hall monitoring, or other monitoring duties.

5. In cases of contested expulsions, the BPD shall provide case information and/or testimony to the Superintendent and/or his/her designee, and shall, upon request of the BCSD Board of Education and/or the Superintendent, or their designee(s), appear and testify at the hearing.

6. SROs shall accompany a Principal and/or his/her designee to deliver expulsion documents to students and/or parents, should the Principal and/or his/her designee believe his/her safety may be in jeopardy.

E. General Provision for Visitors, Employees, and Unauthorized Persons. Students deserve school environments safe and conducive to learning. Visitors and employees shall not disrupt the learning environment or school activity inappropriately or unlawfully. State law mandates it is unlawful to willfully or unnecessarily interfere with or disturb school, loiter about a school, or act in an obnoxious manner while at a school. An SRO should be called immediately to handle a disturbance or emergency regarding a visitor or employee who disrupts the learning environment or school activity.

V. **EXTRA-DUTY ASSIGNMENTS.** The BCSD and its schools shall utilize the BPD and its officers for extra-duty assignments per the hourly rate, as set by the City of Beaufort Revenue Ordinance. The rules, procedures, and rates for extra-duty assignments of BPD officers shall be set forth below.

A. Upon request of a Principal, and/or his/her designee, an SRO may accompany students, coaches, and other school personnel from his/her assigned school to an event away from the assigned school to provide security. Payment for the SRO shall be as set forth hereinbelow. Payment shall be provided by the school requesting the SRO services.

B. The BCSD may request SROs and other BPD officers provide law enforcement, security, and crowd control services for extracurricular events, including by not limited to sporting events, carnivals, proms, graduation, overnight trips, dances, and drama productions, shall be paid the hourly rate set forth hereinbelow. Payment shall be provided by the school requesting the law enforcement services.

C. The Parties, or their designated representatives, shall confer regarding the number of officers required and the number of work hours required for each such extracurricular event. The BCSD shall pay to the BPD the hourly rate set forth below for no less than a minimum of four (4) hours per officer per event.

D. The agreed upon hourly rate for the BPD officers providing extra-duty services as contemplated herein shall be the amount stipulated in the City of Beaufort Revenue Ordinance (copy of Ordinance is attached). Should the hourly amount be changed by Ordinance, COB shall provide BCSD a copy of the revised Ordinance. The BPD shall bill the requesting school for the costs of provided services pursuant to this section.

E. The Parties agree and understand that requests for services must be cancelled by the BCSD, or its designated representative, no later than 24 hours prior to the scheduled extracurricular event. The BPD may make exceptions to this cancellation notice requirement in special circumstances or for good cause. Failure to comply with the cancellation notice shall require the BCSD, or requesting school, to pay for two (2) hours of service per officer.

F. The City of Beaufort shall be responsible for paying is officers for any work performed pursuant to this section. The Parties agree and acknowledge that at no time shall any officer of the BPD become an agent of the BCSD. Any officers utilized pursuant to this section by the BCSD shall at all times be independent contractors.

VI. **PROGRAM GOALS AND EVALUATION.** The Parties shall develop program goals and objectives for the SRO Program. The goals and objectives shall follow and be consistent with the BCSD action plan for a safe school climate. SROs shall be active law enforcement officials on campuses, classroom instructors, and resources for teachers, students, and parents. SROs shall be active in conferences, counseling, and referrals regarding students. Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained. The BPD shall evaluate the effectiveness of the SRO Program and report annually to the BCSD no later than July 31 of each calendar year.

VII. **RIGHTS AND DUTIES OF BCSD.** The BCSD shall provide to the full-time SRO of each listed high school and middle school the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

A. Access to an air conditioned and properly lighted private office. This office shall contain a telephone which may be used for general business purposes.

B. A location for files and records which can be properly locked and secured within the office.

C. A desk with drawers, an office chair, work table, filing cabinet, office supplies, and computer with monitor and printer.

VIII. **EMPLOYMENT STATUS OF THE SRO**. SROs shall be and remain employees of the BPD and or the City of Beaufort and shall not be employees of the BCSD. The Parties acknowledge the SROs are law enforcement officers who shall uphold the law under the

direct supervision and control of the BPD. SROs shall be and remain responsible to the chain of command of the BPD.

IX. **APPOINTMENT OF SROs.** The BPD shall be responsible for recruiting, interviewing, and evaluating SROs, who shall serve at the pleasure of the BPD Chief. The BCSD shall be afforded input into the evaluation of the SROs assigned to its schools, and shall make any information regarding SRO performance known and available to the BPD.

X. **REASSIGNMENT/RESIGNATION/DISMISSAL OF SROs.**

A. In the event the Principal of the school to which an SRO is assigned believes the assigned SRO is not effectively performing his/her duties and responsibilities, the Principal shall notify the Superintendent or his/her designee. Within a reasonable time after receiving such notification, the Superintendent or his/her designee shall advise the BPD Chief or his/her designee regarding the Principal's concerns. If the Chief or his/her designee so desires, the Superintendent and Chief, and/or their designees, shall meet with the Principal and/or the SRO in an attempt to resolve the issues identified by the Principal. If, within a reasonable amount of time after the meeting, the issues remain unresolved, or in the event the Chief or his/her designee does not desire a meeting because of the conduct or issues expressed by the Principal, the SRO shall be reassigned from the school and a replacement shall be obtained.

B. The BPD may dismiss or reassign an SRO based upon the BPD rules, regulations, and/or general orders and when it is in the best interest of the citizens of Beaufort County.

C. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of extended absences by an SRO, the Chief shall provide a temporary replacement for the SRO, and within thirty (30) school days of receiving notice of such extended absence, dismissal, resignation, or reassignment, a replacement shall be assigned.

XI. **ACCESS TO EDUCATIONAL RECORDS.**

A. The BCSD agrees to allow an SRO assigned to a school to inspect and copy any public records maintained by the school, including student directory information.

B. Assigned SROs and other BPD officers may not inspect and/or copy confidential student education records except in situations where immediate disclosure is necessary to protect the health and safety of students or other individuals.

C. In the event the disclosure of confidential student education records is required in an emergency to protect the health or safety of the student or other individuals, BCSD representatives shall disclose to the SRO or BLPD officer only such information necessary for the officer to respond to the emergency situation.

D. In the event the BPD seeks confidential student records and no emergency situation exists, the BCSD shall release the requested confidential student record in accordance with the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations.

E. Assigned SROs and BCSD officials may otherwise share a student's confidential education records and juvenile records in accordance with State and federal law.

XII. SURVEILLANCE CAMERAS AND VIDEO RECORDINGS.

A. The Parties, by and through the Principals, Assistant Principals, and SROs assigned to the schools to be served herein, shall jointly operate and monitor school surveillance cameras to anticipate, prevent, or monitor possible violations of applicable law and BCSD policies and/or administrative regulations.

B. The BCSD shall own, place and maintain surveillance cameras placed in or upon BCSD property.

C. The BCSD shall provide notice to employees, parents, and students video surveillance occurs on BCSD property.

D. Any recording made by a surveillance camera, on tape or digitally, shall be considered a public record as defined by applicable South Carolina law, subject to the following limitations:

1. If not copied to DVD or other medium for use in conjunction with a school disciplinary proceeding or a criminal investigation, surveillance videos shall be maintained within the surveillance camera/computer system for the length of time such camera or system allows based on memory limitations.

2. In the event a surveillance video recording is used or intended for use as evidence in a student disciplinary proceeding, the video recording shall be considered a confidential student record in accordance with FERPA and its implementing regulations.

3. The BCSD agrees to provide the BPD with access to school surveillance videos for the purpose of investigating or prosecuting criminal misconduct and for the purposes of copying such videos pursuant to such investigations and prosecution in accordance with applicable State and federal law, including but not limited to FERPA.

XIII. COMPLIANCE WITH LAW - LAW ENFORCEMENT PERMISSIONS.

A. Uniformed law enforcement officers, as defined in S.C. Code of Laws § 23-24-10, may wear their uniforms and use their weapons and like equipment while performing private jobs in their off-duty hours with the permission of the law enforcement agency and

governing body by which they are employed. The BPD certifies that its officers, in the fulfillment of any off-duty services to be provided as contemplated and described herein, possess such permission.

B. The BPD has determined that the off-duty services to be provided by its officers as contemplated and described herein are approved, the proposed off-duty services are not of such a nature as are likely to bring disrepute on the BPD, the officer, or the law enforcement profession, and the performance of such duties and the use of agency equipment is in the public interest.

XIV. GOOD FAITH. The Parties, and their agents and employees agree to cooperate in good faith in fulfilling the terms of this MOA. Unforeseen difficulties or questions shall be resolved by negotiation between the Superintendent and the Chief, and/or their designees. The terms of this MOA are subject to change at the end of each school year. Any recommended changes or modifications shall be reviewed by the BPD Chief and the Superintendent, or their designees, and any recommendations to the MOA shall be submitted in writing.

XV. TERM. This MOA shall be effective from the 1st day of August 2018, through 11:59 PM on the 30th day of June 2019 (the "Initial Term"). This Agreement shall automatically renew for successive one (1) calendar year terms beginning on the 1st day of July and concluding on the following 30th day of June. The Initial Term and any renewal terms shall be collective referred to as the "Term".

XVI. COMPENSATION. The total operational cost for the 2018-2019 school year shall not exceed $281,501.00 of which the BCSD shall pay to the BPD seventy-five percent (75%), which shall be the amount of $211,126.00. Services shall commence on the first day for teachers' in-service of each school year and shall continue through the last day of school for teachers. The BPD shall provide an invoice to the BCSD no less than quarterly for the services contemplated herein.

XVII. NOTICES. All notices and communications under this Agreement shall be in writing and shall be deemed to be properly given upon the first to occur of the following: (i) upon receipt by the party to whom such communication is being given; or (ii) three (3) business days after being duly deposited in the United States mail, certified or registered, return receipt requested and addressed as follows:

To the COB

City of Beaufort
Attn: City Manager
1911 Boundary Street
Beaufort, SC 29902

To the BCSD: Beaufort County School District
Attn: Chief Financial Officer
Post Office Drawer 309
Beaufort, South Carolina 29901

With copy to: Beaufort County School District
Attn. General Counsel
Post Office Drawer 309
Beaufort, South Carolina 29901

XVIII. INDEPENDENT CONTRACTORS. The BCSD and the BPD are independent of one another and shall have no other relationship. Neither Party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.

XIX. COMPLIANCE WITH BCSD RULES AND REGULATIONS. The BPD certifies its SROs shall comply with BCSD Administrative Regulations HRS-8, Drug-Free Workplace, and HRS-9, Tobacco-Free Workplace, as may be from time to time amended and which are incorporated herein by reference.

XX. COMPLIANCE WITH STATE REGULATION. The Parties agree this MOA complies fully with S.C. Code of Regulations 43-210. Upon final execution, the BCSD shall provide a copy of this MOA to the BPD, which shall be responsible for providing a copy of this MOA, or a link thereto, to its assigned SROs. The BCSD shall provide a copy of this MOA, or a link thereto, to its appropriate school Principals.

XXI. AMENDMENT. Any changes to this MOA which are mutually agreed upon between the Parties shall be incorporated in written amendment to this MOA and shall not become effective until the amendment is signed by both Parties.

XXII. ENTIRE AGREEMENT. This MOA constitutes the entire agreement between the Parties. The BCSD grants the BPD all access rights and other rights necessary for the BPD to perform its obligations under this MOA. This MOA is independent of any other agreements between the Parties.

XXIII. NON-DISCRIMINATION. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out pursuant to this MOA on the grounds of race, handicap, color, sex, religion, age, health status, national origin, or other protected class.

XXIV. GOVERNING LAW. This MOA, any dispute, claim, or controversy relating to this MOA and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

XXV. EXPENSES. Each Party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

XXVI. SEVERABILITY. Should a court of competent jurisdiction rule any portion of this MOA invalid, null, or void, that fact shall not affect or invalidate any other portion or section of this MOA and all remaining portions and sections of this MOA remain in full force and effect.

XXVII. MERGER. This MOA constitutes a final written expression of the Terms herein to be signed by the Parties' duly authorized officers.

BEAUFORT COUNTY SCHOOL DISTRICT

Herbert M. Berg
Interim Superintendent

CITY OF BEAUFORT

William A. Prokop
City Manager