

RESOLUTION 2023-R13

A RESOLUTION TO ADD ADDITIONAL SRO POSITION

WHEREAS, The City of Pickens City Council approves the addition of the 5th SRO position and the Memorandum of Agreement 2023-2024 with Pickens County School District.

WHEREAS, the Mayor and Council find this to be a welcome addition to providing school safety.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. That the City of Pickens City Council authorizes the changes to the Grievance Hearing procedures as written and attached.

ADOPTED this 12th day of June 2023.

CITY OF PICKENS, SOUTH CAROLINA

BY: 
Fletcher Perry, Mayor

ATTEST:


Donna Owen, Clerk to Council

School Resource Officer Program
Memorandum of Agreement
Between
the School District of Pickens County
and
the Pickens Police Department

Section 1: School Assignments, Supervision and Evaluation

- a. The Pickens Police Department, hereafter referred to as Department, will assign a Law Enforcement officer to perform the duties of a School Resource Office, hereinafter referred to as SRO, at Hagood Elementary School, Pickens Elementary School, Pickens Middle School and Pickens High School (2).
- b. The Chief, or his designee, will supervise the Department officer(s) assigned to the SRO program and will randomly make scheduled and nonscheduled visits to the school(s).
- c. The Department will provide to the School District Superintendent a semester and yearly report of SRO activities and incidents.

Section 2: Duty Hours of the SRO

The schools listed in section 1 will have an SRO assigned during regular school hours on a fulltime basis, eight (8) hours per day. In the event of an extreme emergency such as a natural disaster or riot where every Law Enforcement officer in the surrounding area is needed, the SRO may be temporarily reassigned when deemed appropriate by the Chief of Police or his designee.

Section 3: Duties and Responsibilities of the SRO

- a. The primary responsibility of a Pickens Police Department SRO is law enforcement action as required. The SRO will investigate criminal activity that occurs on the school campus and in the surrounding community when the incident is school or student related. 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 guests who may appear during the school day or at related functions.
- b. The SRO will perform police department duties (general patrol, serving warrants, etc.) during the summer months or at times when school is out. During this time, the SRO must still be in contact with the students at her/his assigned school.
- c. 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 school's principal aware of

any law enforcement action. The SRO will submit a Department incident report to the Chief within twenty-four hours of an incident.

- d. 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.
- e. The SRO will act 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.
- f. The SRO shall maintain a professional working relationship with students, and parents, school faculty and administration by attending PTA meetings and faculty meetings upon request.
- g. The SRO will be available for conference with students, parents, and faculty members in order to assist them with the 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.
- h. 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 with the approval of the Department.

Section 4: Co-Curricular Activities and School Functions

Upon request of the principal or her/his designee, the SRO may accompany their school to events outside the town/city limits for the purpose of providing security and the school will be billed at the current "Off-Duty Work" rate of pay for the hours incurred.

Section 5: SRO Project Objectives

- a. Promote student understanding of the law and the criminal justice system.
- b. Promote drug and alcohol abuse prevention through programs, activities and classes.
- c. Decrease the number of student conduct/criminal violations occurring during the school day and during extracurricular school functions.
- d. Decrease gang activity and involvement in gangs by students.
- e. Improve students' attitudes and relationships with law enforcement personnel.
- f. Increase access of students, parents, and families to community agencies that offer assistance to youths and their families for problems that require professional help.
- g. Conduct crime prevention programs and improve school officials' response to criminal activity and violence.

Section 6: Duties of the School District/School

- a. The school will provide the SRO with an air-conditioned and properly lighted office with a locking door.
- b. This office should contain:
 - A phone with access to a private line
 - A desk with drawers
 - An office chair
 - Worktable
 - Locking file cabinet
 - Office supplies
 - Two guest chairs
 - Internet access and e-mail account

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.

The Department will be responsible for recruiting, interviewing and evaluating SROs who will serve at the pleasure of the Department and the School District respectively.

In the event that the principal of the school to which the SRO is assigned feels that the SRO is not effectively performing her/his duties and responsibilities, the principal will state these reasons in writing to the Chief of Police or his designee. If the Chief desires, he will arrange a meeting with the principal, the superintendent and the SRO to address the principal's concerns. If the meeting does not resolve the principal's concerns, or if the Chief does not desire a meeting, he may reassign the SRO.

The SRO may be dismissed or reassigned based upon policy and procedure of the Department. In the case of resignation, dismissal, reassignment or extended absences by an SRO, a replacement will be provided by the Department within thirty (30) school days.

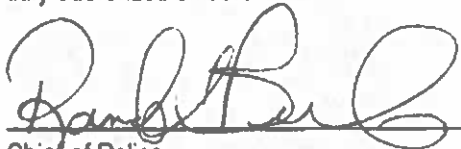
The School District of Pickens County agrees to reimburse the City of Pickens \$14,000 per officer per quarter and may be adjusted yearly if city employees receive a Cost of Living Adjustment (COLA) increase.

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 or their designees.

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 and the Superintendent or their designees after being submitted in writing and signed by the party to be changed.

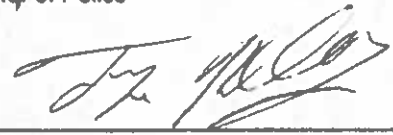
This document constitutes the full understanding of the parties and no term, conditions, understanding or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be changed.

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



Chief of Police

6/6/2023
Date



Witness

06-06-2023
Date



Mayor

6-7-2023
Date



Witness

6-12-2023
Date

Superintendent

Date

Witness

Date