



Town of Dumfries  
Council Meeting

Meeting Date:

July 23, 2013

Agenda Item#

VII - C

AGENDA ITEM FORM

**TYPE OF AGENDA ITEM:**

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
- Duly Advertised

**PURPOSE OF ITEM:**

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
  - Introduction     Resolution
  - Ordinance       Grant/MOU
  - By Motion        Bylaws
  - Certificate

**PRESENTER:** Chief Rebecca Edwards

**PRESENTER TITLE:** Chief of Police

**AGENDA ITEM:**

School Resource Officer (SRO) Memorandum of Understanding (MOU) Between the Dumfries Police Department and Prince William County Public Schools

**BACKGROUND / SUMMARY:**

The Dumfries Town Council approved a plan to place a Dumfries Police Officer in Dumfries Elementary School as a School Resource Officer. In order to document the expectations, duties and responsibilities of both entities, an MOU has been written and must be executed prior to the actual implementation of the SRO Program.

**ATTACHMENTS:**

Proposed MOU

**REQUESTED ACTION:**

This is for information only. The approval of the MOU will be placed on the Consent Agenda for the August 7, 2013 Town Council Meeting.

**FOR MORE INFORMATION, CONTACT:**

Name: Chief Rebecca Edwards

Phone#: (703) 221-1111

E-mail: redwards@dumfriesva.gov

**FOR USE DURING MEETING**

**VOTE:**

PASSED

NOT PASSED

Y	N		Y	N	Y	N
<input type="checkbox"/>	<input type="checkbox"/>	Brewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Reynolds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Wood				

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE TOWN OF DUMFRIES POLICE DEPARTMENT**

**AND**

**THE PRINCE WILLIAM COUNTY PUBLIC SCHOOLS**

**I. Mission Statement**

The mission of the Town of Dumfries Police Department and the Prince William County Public Schools is to foster a partnership designed to provide coordination and utilization of services by the Town of Dumfries Police as they serve the students enrolled in the Prince William County Public Schools, and their parents. This will be achieved by the cooperative effort of the School Resource Officer (SRO) and school administrator. These efforts will not only be centralized to the individual school but extended to the communities they service.

**II. Goal**

The goal of this Memorandum is to establish procedures and guidelines with respect to the expectations and description of duties performed by the SRO (its member and supervisor) and school administrator, access to student education records, and the cooperative arrangement for coordination and utilization of services of the Police Department. In addition, both parties will endeavor to foster relationships of cooperation, mutual support and the sharing of information and resources as they work together to maintain a safe and secure environment for students, staff, and visitors.

**III. Description of Duties**

The Town of Dumfries Police Department shall provide law enforcement services, to the extent resources are available and designated, at no cost to the Prince William County Public Schools through the assigned SRO. The Town of Dumfries Police Department shall provide for the employment, supervision, and evaluation of the SRO. The SRO shall:

- Be based at Dumfries Elementary School.
- Serve the law enforcement needs of the elementary school.
- Provide presentations on substance abuse, DWI, curfew, shoplifting, runaway prevention, suicide prevention, child abuse/neglect, gang participation, constitutional law and other agreed upon topics that become relevant to the community's needs throughout the school year.
- Provide consultation to staff and parents on matters dealing with law enforcement.
- Work with parents and/or school groups on law enforcement issues.

- Investigate law enforcement issues that occur on school property and provide assistance to school administrators on these issues.
- Keep the base school informed of their daily schedules.
- Assist school staff with interpretation of law as it relates to police matters.
- Update school staff on major issues that affect safety and assist with forming and implementing safety plan.
- Comply with School Board policy and regulations unless prohibited by state or federal law and/or department policy.

The Prince William County Public Schools shall assist the Town of Dumfries Police Department by providing administrative assistance:

- To provide office space (to include a computer, printer, and secure file storage) for the SRO's use.
- To provide opportunities for the SRO to work with students during the regular school day.
- On an annual basis, provide the SRO with access to one copy of the school yearbook.
- To assist in working with students, parents, and staff to promote good citizenship practices.
- To serve as a resource on school policy, procedures, and regulations.
- Problems requiring police investigation and any criminal incident involving the student population will be immediately reported to the SRO. In the event the SRO is not available, notification will be made to the Police Department by contacting the SRO supervisor or by contacting the Police Department's emergency or non-emergency number. Both parties shall comply with notification of criminal activities as outlined in Article 22.1-279.3:1 of the Code of Virginia.
- In cases of emergency, school officials should call 9-1-1 for immediate police assistance.
- To facilitate access to the PWCS student data system. School based SRO shall be provided with on-site access. Further information regarding access to student records is outlined in section VIII of this Memorandum of Agreement related to conformance with the Family Educational Rights and Privacy Act (FERPA).
- To share information and evidence as required for police to complete investigation of criminal incidents, including access to school surveillance cameras.
- Each principal with an assigned SRO shall provide feedback to the SRO supervisor on the SRO's performance.

An SRO assigned to full-time duty at an elementary school must be recognized as a valuable resource. It is imperative that the officers assigned in this capacity be utilized to their fullest extent. These officers must be given full partnership in the daily safety and security decision making process of their respective schools. Anything less than full partnership and cooperation will be cause for re-evaluation of the officer's assignment and could be grounds for transfer to other duties outside of the school system.

The Town of Dumfries Chief of Police and the Director of Risk Management and Security Services will work collaboratively to mitigate any issues between the school-based SRO and school administration. All such issues will be brought to their attention for resolution.

#### **IV. Desired Outcomes**

Through this cooperative effort, the Town of Dumfries Police Department and the Prince William County Public Schools wish to make the students, staff, and visitors safe while on school property and reduce the negative activities that lead to criminal acts. They further desire to educate the students, staff, and parents of legal issues to improve the quality of life in the school system and the community they serve.

#### **V. Information Sharing**

The Town of Dumfries Police Department and the Prince William County Public School System have an arrangement with regard to information sharing. Investigations are conducted in conjunction with and with the cooperation of the Office of Risk Management and Security Services. This open partnership between the police and schools has worked to the benefit of the community and is expected to continue.

The following information may be shared with school administration by the Police Department, subject to applicable statutes and regulations governing confidentiality.

- The arrest and filing of a delinquency petition against any student under the age of 18 years.
- Other non-criminal activity that the Police Department deems pertinent to school safety and/or the student's well-being, including, but not limited to, threatening and/or attempting suicide; victimization of the student by a parent, caretaker, or other individual.

#### **VI. Supervision Responsibility and Chain of Command for the SRO.**

The supervision responsibility for the SRO will be the sole responsibility of the Town of Dumfries Police Department. The day-to-day supervision, evaluations, and control will rest with the SRO's immediate supervisor. The school's administrative staff will routinely deal directly with the assigned SRO, but should there be any concerns or need to speak to a higher level of authority, the supervisor shall be the point of contact. If the supervisor is not available, the Chief of Police should be contacted. (The school administrative staff should contact the Public School Office of Risk Management and Security Services should they have any questions concerning this MOU or to obtain advice concerning the actions of the SRO as it pertains to this MOU.) Office and cellular phone numbers will be provided to the school staff for the SRO and supervisory staff.

#### **VII. Decision Making Authority Regarding Enforcement of Applicable Law and Procedures by the SRO**

The decision making authority concerning enforcement of all laws rests with each individual SRO. The SRO will seek input from school administrators, Town Attorney, County Attorneys and their supervisors if the situation dictates, to aid in making such decisions. Should there be a question as to the SRO's actions, their immediate supervisor, as previously noted, should be contacted. The supervisor will cause an investigation into the inquiry to assure proper regulations were adhered to and the decision making process was sound.

## VIII. Student Educational Records

“Student educational records” mean all records (written or electronic), files, documents and other materials maintained by Prince William County Public Schools which contain personally identifiable information directly related to a student, subject to certain limited exceptions, such as records created and maintained by the members of the Office of Risk Management and Security Services or the Town of Dumfries Police Department for the purpose of enforcing state or federal laws and the policies and regulations of the School Board and the PWCS Code of Behavior.

Personally identifiable information relating to specific students enrolled in the Prince William County Public Schools shall only be disclosed to, or accessed by, members of the Police Department, including members of the SRO unit, under the following conditions:

Personally identifiable information contained in student educational records may not be accessed by, nor disclosed to, SROs or other members of the Police Department, without written parental consent, except for the following purposes:

- Where a member of the SRO unit or other member of the Police Department is assisting the School Division in investigating student misconduct related to the schools which may violate federal, state, or local laws, or School Board policies and regulations or the Code of Behavior, in which case the SRO or other member of the Police Department is considered a “school official” with a “legitimate educational interest” in the records or information sought, if access to such records or information is necessary for them to carry out the officer’s professional responsibilities for the school.
- To further the ability of the Juvenile Justice system to effectively serve a student prior to adjudication, and then only upon written certification provided to the School Division from the person to whom the information is disclosed that the information will not be provided to any party, other than state and local law enforcement or correctional personnel, attorney for the Commonwealth, court services units, juvenile detention centers or group homes, mental and medical health agencies, state and local children and family services agencies, and the Department of Juvenile Justice and to the staff of such agencies.
- In connection with an emergency, if the knowledge of such information is necessary to protect the health or safety of the student or other individuals, and then only upon the condition that the person(s) to whom such information is provided agree that the information will not be provided to any other party outside the Police Department, unless that party is another law enforcement or safety official responding to the emergency.
- In response to a judicial order or any legally issued subpoena and then only upon the condition that the student and parents are notified in advance of disclosure of the information.

Any member of the Police Department who is provided access to personally identifiable information relating to a student of Prince William County Public Schools agrees that he or she will not disclose such information to any person or entity outside the Police Department other

than as provided above, and will not use such information for any purpose other than as specified above. The Police Department recognizes that, in the event such information is improperly disclosed by any member of the Police Department, the School Board may not allow that member of the Police Department to access personally identifiable information from student educational records for at least five years, pursuant to FERPA.

*Agreement to Abide by School Board Acceptable Use Policy*

Any member of the Police Department who is provided internet or intranet access to any information technology equipment or system owned or operated by the Prince William County Public Schools shall agree to the terms and conditions set forth in the School Board's Acceptable Use Policy as set forth in School Board Regulation 295-1, *Computer Systems and Network Services - Acceptable Use and Internal Safety Policy*, except to the extent that such usage or access is otherwise intended to carry out the duties of the SRO or department member as set forth in this Agreement.

The Police Department agrees to provide a copy of this Memorandum of Understanding to each SRO, his or her supervisor, and any other member of the Police Department who seeks, or is provided, access to personally identifiable information relating to any PWCS student, as a condition of access to any such information.

**IX. Duration/Termination of Agreement**

The term of this Agreement shall be for a period of one calendar year from the date of execution of this Agreement by both parties. This Agreement shall renew annually for successive one year periods, unless otherwise terminated in writing by either party with at least 30 days notice, prior to the renewal date.

IT IS HEREBY AGREED that

Honorable Gerald M. Foreman, Mayor  
Town of Dumfries

COMMONWEALTH OF VIRGINIA, TOWN OF DUMFRIES ) ss.

SUBSCRIBED AND SWORN to before me, a Notary Public in and for the Commonwealth of Virginia, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Honorable Gerald M. Foreman.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Daniel E. Taber, Town Manager  
Town of Dumfries

COMMONWEALTH OF VIRGINIA, TOWN OF DUMFRIES ) ss.

SUBSCRIBED AND SWORN to before me, a Notary Public in and for the Commonwealth of Virginia, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Daniel E. Taber.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Steven L. Walts

**Steven L. Walts**, Superintendent of Schools  
Prince William County Public Schools

COMMONWEALTH OF VIRGINIA, CITY OF MANASSAS ) ss.

SUBSCRIBED AND SWORN to before me, a Notary Public in and for the Commonwealth of Virginia, on this 30<sup>th</sup> day of may, 2013, by Steven L. Walts.

Sabrina Marie Hundley  
Notary Public

My Commission Expires:  
11/30/2013

