

**SOUTH CAROLINA
STATE ACCREDITATION
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between

(agency name)

(address)

and the South Carolina Law Enforcement Accreditation, Inc.,
P.O. Box 212266, Columbia, SC 29221, for state accreditation.

The purpose of the Memorandum of Understanding is to establish the relationships between, and the set of responsibilities of, the agency and South Carolina Law Enforcement Accreditation, Inc. (SCLEA). The SCLEA will assess the agency's compliance with applicable standards, established by SCLEA, in order for the council to determine if the agency is eligible for state accreditation and to determine if the agency is maintaining compliance with those standards by which it was accredited.

1. AGENCY RESPONSIBILITIES

- Conduct a self-assessment as to compliance with applicable standards.
- Establish a filing system for all applicable standards that contain proofs of compliance for each standard.
- Provide one person who is designated as the contact person for the council.
- Provide access to files and proofs.
- Provide necessary work space for assessors during the agency inspection.
- Provide all information, using its best and honest judgment in good faith, requested by the assessors or council.
- Pay the \$200.00 administrative fee.

2. COUNCIL RESPONSIBILITIES

1. Oversee the provision of necessary documentation, forms, and instructions by the administrative component regarding the state accreditation.
2. Provide assessors for the purpose of conducting the on-site assessment.
3. Promptly analyze compliance data and advise the agency of the results of the on-site assessment and the need for additional information, if any.
4. Conduct a hearing and certify the agency as accredited, if the relevant standards are complied with.
5. If accredited, provide the agency with a certificate.
6. If not accredited, provide the agency with reasons for the council's decision.

3. CONFIDENTIALITY

The council shall receive and hold confidential any and all reports, files, records, and other data obtained from the Agency pursuant to the Memorandum of Understanding. The council shall not disclose, distribute, or release to any person or organization, except Agency officials, or upon order of any state or federal court, any materials or contents thereof, either provided by the agency or developed by the Council in the furtherance of its responsibilities under the Memorandum of Agreement. The Council is authorized, but not required, in the exercise of its sole discretion, to conduct an open meeting regarding the Agency candidacy for accreditation or it's continued compliance with applicable standards including, but not limited to, all factual matters relating to the assessment, appraisal, and determination of accreditation; and, all comments which form a basis for the opinion either in favor of or against accreditation, unless specifically notified by the agency in writing to the contrary, in which case such meeting shall be closed to the public. In response to inquiries concerning the Agency, the Council's reply will be to identify the agency's status. All other requests for information will be directed to the Agency's Chief Executive Officer.

4. INTEGRATION

This instrument embodies the whole Memorandum of Understanding of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Memorandum of Understanding shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

5. SEVERABILITY

If any provision of the Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this understanding and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

AGENCY CHIEF EXECUTIVE

Date ____/____/____

Print Name

Signature

STATE ACCREDITATION ADMINISTRATOR

Date ____/____/____

Print Name

Signature