

NORTH CAROLINA

PITT COUNTY

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made this the 1st day of July, 2006, by and between the PITT COUNTY BOARD OF EDUCATION (hereinafter referred to as the SCHOOL SYSTEM) and the GREENVILLE POLICE DEPARTMENT (hereinafter referred to as the DEPARTMENT) as follows:

WITNESSETH:

WHEREAS the SCHOOL SYSTEM agrees to purchase from the DEPARTMENT and the DEPARTMENT agrees to provide for the SCHOOL SYSTEM, and to manage, a School Resource Officer (SRO) Program in the SCHOOL SYSTEM consisting of five (5) full-time School Resource Officers, their supplies and equipment, and the SCHOOL SYSTEM agrees to reimburse the DEPARTMENT for its expenses in providing the said SRO Program, as outlined in Paragraph 2.5 of the AGREEMENT; and

WHEREAS the SCHOOL SYSTEM and the DEPARTMENT desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SROs in the SCHOOL SYSTEM:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1.0 **Goals and Objectives** – It is understood and agreed that the SCHOOL SYSTEM and DEPARTMENT officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:
 - 1.1 To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;
 - 1.2 To expect SROs to attend, when possible, extracurricular activities held at schools, such as PTA meetings, athletic events and concerts;
 - 1.3 To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;
 - 1.4 To expect personnel of the SCHOOL SYSTEM to report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school; and
 - 1.5 To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus.

2.0 Employment, Assignment and Control of School Resource Officers

- 2.1 The DEPARTMENT agrees to employ five (5) School Resource Officers (SROs) during the term of this Agreement.
- 2.2 The SROs under this contract will be employees of the DEPARTMENT and not the SCHOOL SYSTEM. The SROs will be subject to the administration, supervision and control of the DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- 2.3 The DEPARTMENT agrees to provide, to pay and to administer the SROs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the DEPARTMENT, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SROs shall be subject to all other personnel policies and practices of the DEPARTMENT, except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- 2.4 The SROs shall be assigned by the DEPARTMENT to the SCHOOL SYSTEM to be assigned to and used among any and all public schools within the jurisdiction of the DEPARTMENT. Their initial primary assignments are attached as Exhibit A, which is hereby incorporated into this agreement. The assignments can be changed at the discretion of the SCHOOL SYSTEM and the DEPARTMENT.
- 2.5 Throughout the term of this Agreement, the SCHOOL SYSTEM will reimburse the DEPARTMENT for the five (5) officers provided at a total maximum cost of Two Hundred Seventy Thousand Four Hundred Seventy and 00/100 Dollars (\$270,470.00). The initial five (5) officers covered under this Agreement are listed in Exhibit B, which is hereby incorporated into this agreement. The SCHOOL SYSTEM agrees to reimburse the DEPARTMENT in twelve (12) monthly payments each in the sum of Twenty-Two Thousand Five Hundred Thirty-Nine and 17/100 Dollars (\$22,539.17), payable in advance on or before the first day of each month.
- 2.5.1 It is agreed that, in the event that any officer named in Exhibit B shall cease to serve as an SRO for SCHOOL SYSTEM, the DEPARTMENT will provide replacement officer(s) for the remaining term of the AGREEMENT. However, no new or additional certified law enforcement officers will be provided by the DEPARTMENT without the authorization of the SCHOOL SYSTEM.
- 2.5.2 It is further agreed that when any officer ceases to serve as an SRO, Exhibit B shall be amended to reflect that change.
- 2.5.3 It is further agreed that in the event that any SRO is absent or unavailable to perform the duties and responsibilities herein defined for reasons attributable to the DEPARTMENT, or is absent or unavailable for more than three (3) days due to sickness or disability, the SCHOOL SYSTEM may reduce the compensation payable to the DEPARTMENT under this

Agreement on a prorated basis and such reduction shall be credited or repaid to the SCHOOL SYSTEM.

2.6 While working as an SRO with the SCHOOL SYSTEM, an SRO shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as a Law Enforcement Officer normally possesses. While on duty at a school location, the Resource Officer shall respond to requests and suggestions by the principal, but shall remain subject to the lawful operational commands of his superior officers in the DEPARTMENT.

2.7.1 While working as an SRO with the SCHOOL SYSTEM, an SRO shall intervene in all situations involving reportable offenses as defined in N.C.G.S. § 115C-288(g). Such offenses are acts occurring on school property that involve assault resulting in serious personal injury, sexual assault, sexual offense, rape, kidnapping, indecent liberties with a minor, assault involving use of a weapon, possession of a firearm in violation of the law, possession of a weapon in violation of the law, or possession of a controlled substance in violation of the law.

In those situations, the SRO shall be responsible for the investigation of the offense and the decision to pursue legal action shall be in the discretion of the SRO. All other situations shall be referred to the principal, or the principal's designee, to determine what disciplinary and/or legal action should be pursued.

2.7 The DEPARTMENT, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs, subject to Section 4.0.

2.8 The DEPARTMENT shall hold the SCHOOL SYSTEM free, harmless, and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SROs, which are attributable to the DEPARTMENT and/or the SCHOOL SYSTEM.

2.9 In the event an SRO is absent from work, the SRO shall notify both his/her supervisor in the DEPARTMENT and the principal of the school to which the SRO is assigned. The DEPARTMENT, to the extent reasonably practicable, agrees to assign another SRO to substitute for the SRO who is absent. In no event shall the SCHOOL SYSTEM be without a replacement certified law enforcement officer for more than three (3) days.

2.9.1 DEPARTMENT shall not utilize an SRO during the designated workday for duties other than those set forth herein, except in rare and serious emergencies. In the event of such an emergency, the SCHOOL SYSTEM may reduce the compensation payable to the DEPARTMENT under this Agreement on a prorated basis and such reduction shall be credited or repaid to the SCHOOL SYSTEM.

3.0 Insurance and Indemnification

- 3.1 The DEPARTMENT shall purchase and maintain in full force and effect during the term of this Agreement a general comprehensive liability insurance policy with coverage in an amount of not less than One Million Dollars (\$1,000,000.00) for any acts or omissions that occur or claims that are made during the term of the Agreement.
- 3.2 The DEPARTMENT agrees to hold the SCHOOL SYSTEM, its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of action arising from or in any way out of the performance of the duties of the SRO officers or the SRO Program.

4.0 Evaluation

- 4.1 It is mutually agreed that the SCHOOL SYSTEM shall evaluate annually the School Resource Officer Program and the performance of each SRO on forms developed jointly by the parties. It is further understood that the SCHOOL SYSTEM's evaluation of each officer is advisory only and that the DEPARTMENT retains the final authority to evaluate.
- 4.2 The SCHOOL SYSTEM reserves the right to request that the contract services of an individual SRO be terminated if the Principal-Officer relationship cannot, in the discretion of the SCHOOL SYSTEM, be successfully negotiated.

5.0 Duty Hours

- 5.1 The maximum number of hours that a SRO shall be on duty in a work cycle shall not exceed the maximum number of hours allowed by the DEPARTMENT's work cycle. Specific SRO duty hours at a particular school shall be set by mutual agreement between the SCHOOL SYSTEM, at the direction of the principal of the school to which the SRO is assigned, and the DEPARTMENT, by the Officer in charge of the SRO Program. The duty hours shall begin when the SRO arrives at the destination assigned by the principal and shall end when the SRO leaves the destination assigned by the principal. The actual duty hours for each officer shall be recorded on time sheets provided by the DEPARTMENT, and the principal or the principal's designee of the school to which the SRO is assigned shall review and sign the time sheet of the SRO each work cycle. The principal, or the principal's designee of the school to which the SRO is assigned, shall approve in writing any overtime of any SRO, and such overtime costs shall be reimbursed by the SCHOOL SYSTEM to the DEPARTMENT upon receipt of proper documentation. Such overtime will be compensated pursuant to the overtime regulations contained in the Fair Labor Standards Act.
- 5.1.1 The granting of compensatory time in lieu of overtime shall be governed by the policy of the DEPARTMENT and the Fair Labor Standards Act.
- 5.2 It is understood and agreed that time spent by SROs attending court cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

5.3 In the event of an emergency when one or more SROs are ordered by the DEPARTMENT to leave their school duty station during normal duty hours as described above and to perform other services for the DEPARTMENT, the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the SCHOOL SYSTEM to the DEPARTMENT shall be reduced by the number of hours of SRO services not provided to the SCHOOL SYSTEM or the hours shall be made up in a manner determined by mutual agreement of the parties.

6.0 **Basic Qualifications of School Resource Officers (SROs)** - To be an SRO, an officer must first meet all of the following basic qualifications:

6.1 Shall be a commissioned officer and should have three (3) years of law enforcement experience;

6.1.1 The three-year experience requirement referred to above may be waived if deemed necessary by the DEPARTMENT.

6.2 Shall possess a sufficient knowledge of the applicable federal and state laws, city and county ordinances, and Board of Education policies and regulations;

6.3 Shall be capable of conducting in-depth criminal investigations;

6.4 Shall possess even temperament and set a good example for students; and

6.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

7.0 **Duties of School Resource Officers**

7.1 To protect the lives and property of the citizens and public school students of Pitt County;

7.2 To enforce federal, state and local criminal laws and ordinances;

7.3 To provide law enforcement services to the SCHOOL SYSTEM at assigned school locations in accordance with the terms of this Agreement;

7.4 To investigate criminal activity committed on or adjacent to school property;

7.5 To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;

7.6 To answer questions that students may have about North Carolina criminal or juvenile laws, but not to give legal advice;

7.7 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;

- 7.8 To provide security for special school events, functions or meetings, at the request of the principal or the designee;
 - 7.9 To follow all Pitt County School policies, unless they are inconsistent with the policies of the DEPARTMENT;
 - 7.10 To work year round (12 months) on the school calendar schedule of the SCHOOL SYSTEM as duly adopted each year. To the greatest extent reasonably practicable, vacation leave, reserve training, and law enforcement training shall be scheduled during the summer months when students are not regularly enrolled in school; any vacation leave during school time shall be approved in advance by the school principal and any corresponding supervisor of the DEPARTMENT; and
 - 7.11 To immediately notify the principal of the school to which such SRO is assigned as soon as possible after law enforcement action is taken on the campus and to provide the principal of such school a copy of the initial report as allowed by law.
 - 7.12 To attend, when scheduled, monthly SRO Meetings.
 - 7.13 To submit monthly, not later than the 15th of each month, the "School Resource Officer Monthly Report."
- 8.0 Chain of Command**
- 8.1 As employees of the DEPARTMENT, SROs shall follow the chain of command as set forth in the DEPARTMENT Policies and Procedure Manual.
 - 8.2 In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school(s) to which they are assigned.
- 9.0 Training/Briefing**
- 9.1 All Resource Officers shall attend training and briefing sessions as required by the DEPARTMENT. Coordination of meetings between school personnel, the SRO and Commanding Officers in the DEPARTMENT may be scheduled as required or needed for the exchange of information and coordination of efforts.
 - 9.2 All SROs shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Department. The SCHOOL SYSTEM may provide training in Board of Education policies, regulations and procedures.
 - 9.3 To the extent reasonably practicable, all training and briefing sessions shall be conducted during the summer months when school is not in session.
- 10.0 Dress Code** – SROs shall be required to wear a departmental issued uniform, which shall be provided by the DEPARTMENT.

11.0 **Supplies and Equipment** – The DEPARTMENT agrees to provide each SRO with all equipment which is not school-specific, including the following equipment:

11.1 Weapons and Ammunition – The DEPARTMENT agrees to provide the standard issue firearm and rounds of ammunition for each SRO.

11.2 Office supplies – The DEPARTMENT agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties.

11.3 Conference space – The SCHOOL SYSTEM agrees to provide, when necessary, each SRO with a confidential place to counsel students and parents in person or by telephone.

11.4 Vehicles – Provisions for vehicles will be made between the parties under separate cover.

12.0 **Transporting Students**

12.1 It is agreed that SROs shall not transport students in their vehicles except:

12.1.1 When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and

12.1.2 When students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

12.2 If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee of the same gender as the student to be transported to accompany the officer in the vehicle.

12.3 If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.

12.4 When students are suspended and sent home from school pursuant to school disciplinary actions, a student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported.

12.5 SROs shall not transport students in their personal vehicles. If the SRO does not have a DEPARTMENT or SCHOOL SYSTEM vehicle, then a patrol unit shall be dispatched by the DEPARTMENT to assist the SRO.

12.6 SROs shall notify the school principal/designee before removing a student from campus.

13.0 **Investigation, Interrogation, Search and Arrest Procedures** – SROs shall adhere to federal and state law when conducting investigations, interrogations, searches and arrests. Specifically, SROs shall adhere to the procedures set forth in Chapter 7B of the General Statutes of North Carolina when dealing with juveniles.

14.0 **Access to Education Records**

14.1 School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations.

14.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

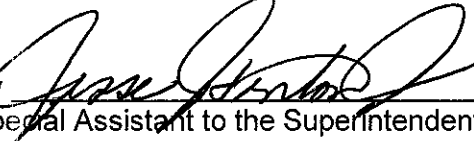
14.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

Term of Agreement – The term of this agreement is one (1) year commencing on the first day of July 2006 and ending on the thirtieth day of June 2007.

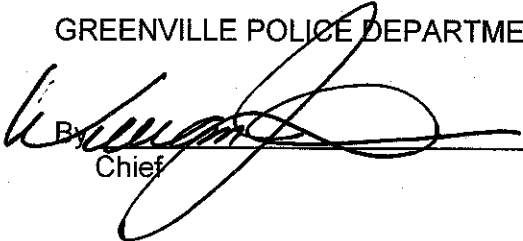
15.0 **Consideration** - For and in consideration of the DEPARTMENT providing the SRO Program as described herein, the SCHOOL SYSTEM agrees to reimburse the DEPARTMENT for the cost of the said Program, as described in Paragraph 2.5 of this AGREEMENT.

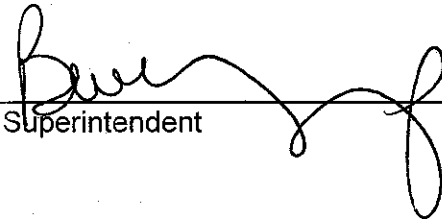
IN WITNESS HEREOF, the parties hereto have caused this School Resource Officer Agreement to be executed the day and year first written above.

PITT COUNTY BOARD OF EDUCATION

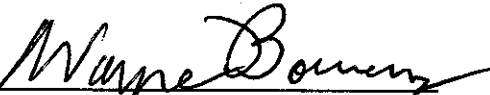
By 
Special Assistant to the Superintendent

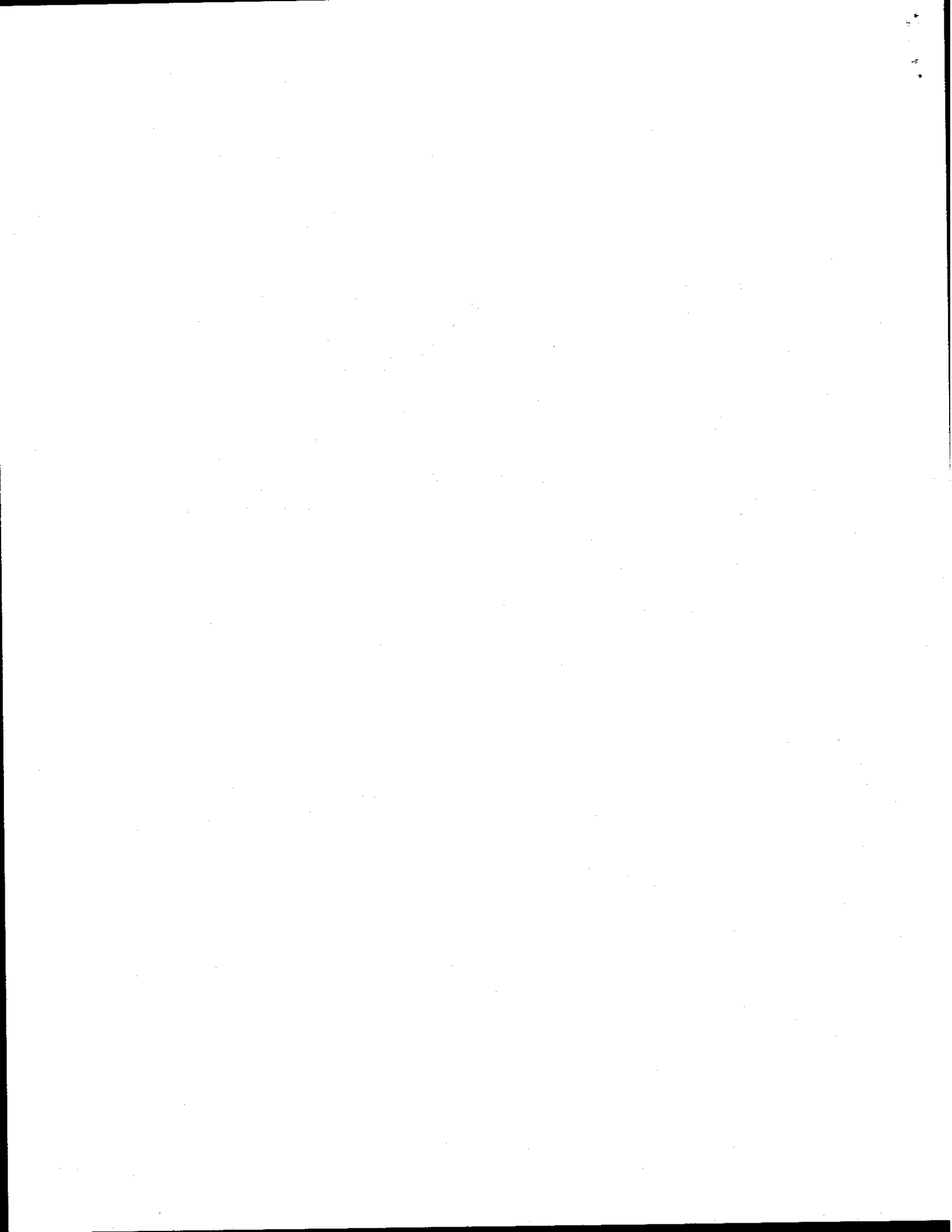
GREENVILLE POLICE DEPARTMENT

By 
Chief

By 
Superintendent

CITY OF GREENVILLE

By 
City Manager



**PITT COUNTY BOARD OF EDUCATION
and
GREENVILLE POLICE DEPARTMENT**

**School Resource Officer Agreement
July 1, 2006 - June 30, 2007
Exhibit A – Initial Assignments**

**CARLTON JOYNER
SYLESTINE SMITH**

J.H. Rose High
Sadie Salter Elementary
South Greenville Elementary
Third Street Center

DONNIE ANDREWS

E.B. Aycock Middle
Eastern Elementary
Elmhurst Elementary (**Back-up**)
Wahl-Coates Elementary (**Back-up**)

CYNTHIA SUGGS

C.M. Eppes Middle
Elmhurst Elementary
Wahl-Coates Elementary
Sadie Sautter (**Back-up**)

DANIEL BLANCHARD

South Central High
Creekside Elementary
Transition Center

**PITT COUNTY BOARD OF EDUCATION
and
GREENVILLE POLICE DEPARTMENT**

**School Resource Officer Agreement
July 1, 2006 - June 30, 2007
Exhibit B - Initial Officers**

<u>NAME</u>	<u>Annual Salary</u>	<u>Monthly Salary</u>
Andrews, Donnie	\$ 69,773.00	\$ 5,814.42
Blanchard, Dan	\$ 62,612.00	\$ 5,217.67
Joyner, Carlton	\$ 63,909.00	\$ 5,325.75
Smith, Sylestine	\$ 59,821.00	\$ 4,985.08
Suggs, Cynthia	\$ 68,032.00	\$ 5,669.33
	Annual Total: \$ 270,470.00	Monthly Total: \$ 22,539.17

