

AGREEMENT is made this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the COUNTY SCHOOL SYSTEM and the COUNTY SHERIFF'S DEPARTMENT as follows:

W I T N E S S E T H:

WHEREAS the COUNTY SCHOOL SYSTEM agrees to purchase from the COUNTY SHERIFF'S DEPARTMENT and the COUNTY SHERIFF'S DEPARTMENT agrees to provide for the COUNTY SCHOOL SYSTEM and to manage a School Resource Officer (SRO) Program in the COUNTY SCHOOL SYSTEM consisting of not less than twenty-five (25) full time School Resource Officers, their vehicles, supplies and equipment and the COUNTY SCHOOL SYSTEM agrees to reimburse the COUNTY SHERIFF'S DEPARTMENT for its expenses in providing the said SRO Program; and

WHEREAS the COUNTY SCHOOL SYSTEM and the COUNTY SHERIFF'S 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 COUNTY SCHOOL SYSTEM;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0

Goals and Objectives - It is understood and agreed that the COUNTY SCHOOL SYSTEM and COUNTY SHERIFF'S 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 student's knowledge of and respect for the law and the function of law enforcement agencies; 1.2 To encourage SROs to attend extra-curricular activities held at schools, when possible, 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 report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;

1.5 To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus; and

1.6 To encourage SROs to provide traffic control and crossing guards at schools when deemed necessary for the safety and protection of students and the general public when the regular traffic control officer or crossing guard is absent.

## 2.0

### Employment and Assignment of School Resource Officers

2.1 The COUNTY SHERIFF'S DEPARTMENT agrees to employ not less than 25 School Resource Officers (SROs) during the term of this agreement. The SROs shall be employees of the COUNTY SHERIFF'S DEPARTMENT and shall be subject to the administration, supervision and control of the COUNTY SHERIFF'S DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.

2.2 The COUNTY SHERIFF'S DEPARTMENT agrees to provide and to pay the SROs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of the COUNTY SHERIFF'S 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 COUNTY SHERIFF'S DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

2.3 The COUNTY SHERIFF'S DEPARTMENT, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs. The COUNTY SHERIFF'S DEPARTMENT shall hold the COUNTY 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.

2.4 The SROs shall be assigned by the COUNTY SHERIFF'S DEPARTMENT as follows:

- 2.41 One shall be assigned to each regular high school (8)
- 2.42 One shall be assigned to the alternative high school (1)
- 2.43 One shall be assigned jointly to two middle schools (1)
- 2.44 One shall be assigned to each regular middle school (13)
- 2.45 Two shall be assigned to the Elementary Schools (2)

Total Assigned (25)

2.5 In the event an SRO is absent from work, the SRO shall notify both his supervisor in the COUNTY SHERIFF'S DEPARTMENT and the principal of the school to which the SRO is assigned. The COUNTY SHERIFF'S DEPARTMENT agrees to assign another SRO, such as an SRO assigned to the Elementary schools, to substitute for the SRO who is absent. In the event an SRO is absent due to illness or disability for a period of ten (10) consecutive work days, the COUNTY SHERIFF'S DEPARTMENT agrees to employ and/or assign a substitute SRO to assume and perform the duties of the SRO who is absent from work.

3.0

Duty Hours

3.1 The maximum number of hours that a SRO officer shall be on duty in a work week shall be 43 hours and the minimum shall be 40 hours. Specific SRO duty hours at a particular school shall be set by mutual agreement between the COUNTY SCHOOL SYSTEM, at the direction of the Safety Manager or the principal of the school to which the officer is assigned, and the COUNTY SHERIFF'S DEPARTMENT, by the Officer in charge of the SRO Program 3.2 The SROs shall be on duty at their respective school(s) from fifteen minutes before the beginning of the student instructional day until 15

minutes after the end of the students' school day unless modified by the mutual agreement between the COUNTY SHERIFF'S DEPARTMENT and COUNTY SCHOOL SYSTEM by the Safety Manager or the Principal. During that time period they shall be allowed one hour for lunch. This totals 37 hours and 30 minutes. The remainder of the officers' 43 hour work week shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school-related crimes.

3.3 It is understood and agreed that time spent by SROs attending court juvenile and/or criminal cases arising from and/or out their employment as an SRO shall be considered as hours worked under this Agreement.

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

#### 4.0

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

4.1 Shall be a commissioned officer and should have two years of law enforcement experience; 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of Education policies and regulations;

4.3 Shall be capable of conducting in depth criminal investigations;

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

4.5 Shall possess communication skills which would enable the officer to function effectively within the school environment.

## 5.0

### Duties of School Resource Officers

5.1 To protect lives and property for the citizens and public school students of the County; 5.2 To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;

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

5.4 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;

5.5 To answer questions that students may have about North Carolina Criminal or juvenile laws;

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

5.7 To provide security for special school events or functions, such as PTA meetings, at the request of the principal or the Safety Manager; and

5.8 To provide traffic control during the arrival and departure of students when a school crossing guard is absent.

## 6.0

### Chain of Command

6.1 As employees of the COUNTY SHERIFF'S DEPARTMENT, SROs shall follow the chain of command as set forth in the COUNTY SHERIFF'S DEPARTMENT Policies and Procedure Manual. 6.2 In the performance of their duties, SROs shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

## 7.0

### Training/Briefing

7.1 All SROs shall be required by the COUNTY SHERIFF'S DEPARTMENT to attend monthly training and briefing sessions. These sessions will be held at the direction of the COUNTY SHERIFF'S DEPARTMENT Division Commander. Briefing Sessions will be conducted to provide for the exchange of information between the department and liaison officers. The COUNTY SCHOOL SYSTEM Safety Manager or his designee shall have the right to attend the briefing sessions and to participate in the briefing of the Officers. 7.2 Training Sessions will be conducted to provide SROs with appropriate in-service training such as up-dates in the law, in-service firearm training, and in-service stun-gun training. The COUNTY SCHOOL SYSTEM also may provide training in Board of Education Policies, regulations and procedures.

## 8.0

Dress Code - SROS shall be provided by the COUNTY SHERIFF'S DEPARTMENT and required to wear a departmental issued uniform.

## 9.0

Supplies and Equipment - The COUNTY SHERIFF'S DEPARTMENT agrees to provide each SRO with the following equipment:

9.1 Motor vehicles. The COUNTY SHERIFF'S DEPARTMENT shall provide a standard patrol vehicle for each SRO. In addition, the COUNTY SHERIFF'S DEPARTMENT agrees to: 9.11 maintain the vehicles assigned to SROs;

9.12 pay for gasoline, oil, replacement tires and other expenses associated with the operation of the said vehicles; and

9.13 purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount not less than the coverage recommended by the Risk Manager for the County.

9.2 Weapons and ammunition. The COUNTY SHERIFF'S DEPARTMENT agrees to provide the standard issue pistol and rounds of ammunition for each SRO.

9.3 Office Supplies. The COUNTY SHERIFF'S DEPARTMENT agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties.

## 10.0

### Transporting Students

10.1 It is agreed that SROs shall not transport students in their vehicles except: 10.11 when the students are victims of a crime, under arrest, or some other emergency circumstances exist; and

10.12 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.

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

10.3 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.

10.4 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. SROs shall not transport students in their personal vehicles.

10.5 SROs shall notify the school principal before removing a student from campus.

## 11.0

Investigation, Interrogation, Search and Arrest Procedures - The standard operating procedures (SOP) for the investigation of crimes and interrogation, search and arrest of students are as follows:

11.1 Interrogation Procedures. In the event a serious crime (as defined below) is committed at school or at a school activity, the principal or assistant principal with the assistance of the SRO should: 11.11 Question any witnesses to determine that a crime was committed and who committed the crime. The SRO shall have the general authority to question or interrogate any student at school who may have information about criminal misconduct or the violation of the conduct policies of the COUNTY SCHOOL SYSTEM. As a general rule, the interrogation should be conducted in cooperation with and in the presence of a school official but when immediate action is necessary or in an emergency situation, the SRO may interrogate a student without the presence of a school official.

11.12 Question the person suspected of committing the crime. As a general rule, the suspect should not be arrested or placed "in custody" during the initial interview or interrogation. The suspect shall be informed generally of the purpose of the investigation and given an opportunity to present informally his/her knowledge of the facts. If the suspect wishes to remain silent, to contact his/her parents or an attorney, or to end the

interview, the questioning should cease and the suspect's request should be granted unless there is a reasonable cause to detain the student for questioning.

11.13 If a student is detained, placed in custody or arrested, the student must be advised prior to further questioning by a SRO:

11.131 That he/she has the right to remain silent;

11.132 That anything he/she says can be used against him/her in a court of law;

11.133 That he/she has a right to have a parent, guardian or custodian present during questioning;

11.134 That he/she has a right to talk with an attorney before you ask any questions and he/she has a right to have his/her attorney present with him/her during questioning;

11.135 That if he/she cannot afford to hire an attorney, one will be appointed for him/her by the court before any questioning if he/she wishes; and

11.136 That if he/she decides to answer now without an attorney present, he/she will still have the right to stop answering questions at any time. He/she also has the right to stop answering questions at any time until he/she talks to a lawyer.

11.137 That if the suspect is under 14 years of age, the child's parent, guardian, or custodian shall be contacted and invited to be present during the interview and the accused shall be advised of his/her rights as set for in STATUTE. No in-custody admission or confession resulting from interrogation may be admitted into evidence in a court of law unless the confession or admission was made in the presence of the juvenile's parent, guardian, custodian, or attorney.

11.138 That if the student is 14 years of age or older, he/she must be advised of his/her rights, but the presence of the student's parent, guardian, custodian or attorney may be waived by the student.

## 11.2 Search Procedures

11.21 If the school official has reasonable grounds for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or the rules of the school, the school official may search the student and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's control. When requested by school officials, the SRO shall assist with the search in order to protect the safety of all persons involved in

the search. If the search uncovers evidence of criminal misconduct, the evidence may be held for or turned over to the SRO.

11.22 School officials shall not conduct a "strip search" without a search warrant. A strip search is defined as a search of a student's person which requires the student to remove his/her clothing in order to determine if any evidence is concealed within the student's undergarments or on the body. The term does not include the removal of outer garments such as coats, hat, shoes etc. If there is probable cause to believe that a student has concealed or is concealing evidence of criminal misconduct within his/her undergarments, the SRO should assist the school official in obtaining a warrant to search the student.

11.3 Reporting of Serious Crimes - If the investigation uncovers evidence of a serious crime as defined in STATUTE and COUNTY SCHOOL SYSTEM administrative regulations, the school official shall notify the SRO, the student's parent/guardian and the appropriate assistant superintendent.

11.4 Arrest Procedures - School Related Crimes

11.41 Juveniles. When a SRO arrests or takes a juvenile under the age of 16 into custody, he/she shall select the least restrictive of the following courses of action which is appropriate under the circumstances and meets the immediate needs of the juvenile and the school:

11.411 Divert the juvenile from court by:

11.4111 Release

11.4112 Counsel and release

11.4113 Release into the custody of the juvenile's parent, guardian or custodian

11.4114 Referral to community service

11.412 Attempt to bring juvenile before the juvenile court

- 11.4121 Seek a juvenile petition
- 11.4122 Seek a juvenile petition and request a custody order
- 11.4123 Immediately take the juvenile into custody as required by law.

11.413 Attempt to bring the juvenile before the magistrate for the purposes of involuntary commitment.

11.42 Student over 16 years of age. When a SRO arrests or takes a person over the age of 16 into custody, he/she shall select the course of action which is appropriate under the circumstances and meets the immediate needs of the school.

11.43 If circumstances permit, the SRO and principal shall mutually agree upon a time during the school day for the removal of the student from the school. The student shall be called to the office by the principal at that time.

11.44 If the school initiated the arrest of the student, the principal or his designee shall be responsible for notifying the student's parents or guardians. Such notification by a school official shall be made as soon as possible, preferably prior to the actual removal of the student from campus.

11.45 If the SRO initiated the arrest, the SRO shall contact the student's parent as soon as practicable after the arrest of a student and shall notify the parent/guardian of the reason(s) for the arrest.

11.5 Arrest Procedures - Crimes Committed off Campus. Crimes committed at school bus stops or while students walking to and from school.

11.51 School officials generally do not have the legal authority or jurisdiction to discipline students or others for criminal misconduct or juvenile offenses which occur at school bus stops or on public streets as students walk to and from school unless such criminal misconduct or juvenile offense is the direct result of or a continuation of misconduct which occurred at school.

11.52 Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency the investigation of crimes that occur at bus stops and while students are walking to and from school.

## 11.6 Investigation and Arrest Procedures - Other Crimes Committed off Campus.

### 11.61 Investigations Involving Students Under Age 14

11.611 As a general rule, the SRO and other law enforcement officials shall not interview any students under age 14, witnesses or suspects, at school during school hours concerning crimes committed off campus.

11.612 If law enforcement officials are having difficulty locating a student off campus, determine that time is of the essence or for some other reason deem it necessary to interview a student under age 14 at school during school hours:

11.6121 The officer shall contact the school principal and/or SRO in advance and state the reason(s) to conduct an interview of a student at the school;

11.6122 The investigating officer or SRO shall notify the student's parent or guardian of the officer's desire to interview or interrogate the student at school;

11.6123 Normally, students under 14 years of age will not be questioned at the school without notice to and the consent of the parent or guardian;

11.6124 No student under 14 years of age who is suspected or accused of committing the crime under investigation shall be interrogated at school unless the child's parent, guardian or attorney is present;

11.6125 The officer, principal and parent (if the parent wants to attend the interview or interrogation) should mutually agree on a convenient time during the school day to conduct the investigation; and

11.6126 As a general rule, school officials should not be present during the interview of the student. However, at the request of a parent or guardian, a school official may be present when a student is interviewed.

## 11.62 Investigations Involving Students 14 Years of Age or Older

11.621 SROs and other law enforcement officials may interview and interrogate students 14 years of age or older (suspects or witnesses) at school during school hours.

11.622 The SRO or investigating officer should contact the school principal in advance and inform him/her of the reason(s) to conduct an investigation within the school;

11.623 The SRO or investigating officer and the principal shall mutually agree on a convenient time during the school day to conduct the investigation; and

11.624 The SRO or investigating officer shall make a reasonable effort to notify the students' parents or guardians and to offer them the opportunity to be present during the interrogation.

11.625 Parental consent is not required to interview a witness and the presence of the student's parent, guardian or attorney is not required to interrogate a suspect.

11.626 As a general rule, school officials should not be present during the investigation. However, at the request of a student, SRO or investigating officer, a school official may be present during the questioning.

## 12.0

**Bomb Threats** - It is a misdemeanor to give false information concerning the placement of a bomb in a school building. School officials, the SRO and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat (see

COUNTY SCHOOL SYSTEM Emergency Procedures Manual). In all cases, such incidents shall be reported by the principal to the area assistant superintendent and to the SRO.

## 13.0

### Controlled Substances

13.1 School officials shall notify the SRO in all cases involving the possession, sale or distribution of controlled substances at school or school activities. 13.2 Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.

13.3 If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be the discretion of the SRO.

## 14.0

### Riots and Civil Disorders

14.1 In the event a riot or civil disorder occurs on a middle or high school campus, the principal and the SRO shall discuss and agree upon a response to the situation. 14.2 If, in the opinion of the principal and SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contact the appropriate law enforcement agency and request that assistance. The principal or his designee also shall notify the appropriate assistant superintendent and School Community Relations Coordinator.

14.3 To the extent possible, all communications should be made by telephone to avoid alarming the public and news media.

14.4 The principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.

14.5 If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored.

14.6 The SRO or officer in charge shall consult with the principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits a crime in their presence.

14.7 The names of any students arrested and removed from campus should not be released to the news media until their parents have been notified and in no event shall the names of students under age 16 who have been removed from campus be released to the news media.

14.8 Students engaged in misconduct may be suspended immediately without a presuspension hearing but arrangements shall be made by the principal to provide an opportunity for the students to be heard within 24 hours of their suspension. See Policy.

15.0

#### Access to Education Records

15.1 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. 15.2 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.

15.3 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.

## 16.0

Term of Agreement - The term of this agreement is one year commencing on the \_\_\_\_\_ and ending on the \_\_\_\_\_. The Agreement shall be renewed and extended annually for additional and successive one year terms unless notice of nonrenewal is given by either party, in writing, prior to June 15th of the initial or any succeeding term.

## 17.0

### Consideration

17.1 For and in consideration of the COUNTY SHERIFF'S DEPARTMENT providing the SRO Program as described herein, the COUNTY SCHOOL SYSTEM agrees to reimburse the COUNTY SHERIFF'S DEPARTMENT for the full cost of the said Program as determined by the Finance Officer of the County, subject to the approval by the Board of County Commissioners to the COUNTY SCHOOL SYSTEM in a sufficient amount to fund the said Program each fiscal year. 17.2 The said compensation shall be paid by the COUNTY SCHOOL SYSTEM to the COUNTY SHERIFF'S DEPARTMENT in twelve monthly installments on or about the first day of each calendar month.

## 18.0

### Insurance and Indemnification

18.1 The COUNTY SHERIFF'S 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) for any acts or omissions that occur or claims that are made during the term of the agreement. 18.2 The COUNTY SHERIFF'S DEPARTMENT agrees to hold the COUNTY SCHOOL SYSTEM its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO officers or the SRO Program.

19.0

Evaluation - It is mutually agreed that the COUNTY SCHOOL SYSTEM shall evaluate annually the SRO Program and the performance of each SRO of forms developed jointly by the parties. It is further understood that the COUNTY SCHOOL SYSTEM'S evaluation of each officer is advisory only and that the COUNTY SHERIFF'S DEPARTMENT retains the final authority to evaluate the performance of the SROs.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above. COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_

COUNTY  
SHERIFF'S DEPARTMENT

By: \_\_\_\_\_