



HAYWOOD COUNTY
BOARD OF COMMISSIONERS

AGENDA REQUEST

**Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING**

DATE OF REQUEST: Thursday, 4 August 2016

FROM: Sheriff Greg Christopher

MEETING DATE REQUESTED: Monday, August 15, 2016 at 5:30pm
Regular meetings: First (1st) Monday of the month at 9:00 am
Third (3rd) Monday of the month at 5:30 pm

SUBJECT:

School resource officer contract with Haywood Community College

REQUEST:

Request approval for the renewal of the annual contract to provide a school resource officer on the campus of Haywood Community College.

BACKGROUND:

This request is continue the annual contract to provide security services through a deputy sheriff acting as a school resource officer on the HCC campus.

IMPLEMENTATION PLAN: The cost of - \$ 0.00

FINANCIAL IMPACT STATEMENT: N/A

SUPPORTING ATTACHMENTS: YES NO HOW MANY? 1

LIST:

- 1. Copy of the contract for the described services

If yes, please forward one ORIGINAL ATTACHMENT to the Clerk to the Board.

PowerPoint Presentation: YES NO

PERSON MAKING PRESENTATION AT MEETING: Greg Christopher

TITLE: Sheriff

PHONE NUMBER: 828-356-2850

E-MAIL: gchristopher@haywoodnc.net

NORTH CAROLINA
HAYWOOD COUNTY

SCHOOL RESOURCE
OFFICER CONTRACT

THIS CONTRACT is made this the 15th day of August, 2016, by and between the HAYWOOD COMMUNITY COLLEGE (hereinafter referred to as the HCC) and the OFFICE OF THE HAYWOOD COUNTY SHERIFF (hereinafter referred to as the SHERIFF'S OFFICE) as follows:

WITNESSETH:

WHEREAS, HCC agrees to purchase from the SHERIFF'S OFFICE and the SHERIFF'S OFFICE agrees to provide for HCC, and to manage, a School Resource Officer (SRO) Program for HCC consisting of (1) one full-time School Resource Officer and part-time personnel as agreed upon to augment their schedule as needed. HCC agrees to reimburse the SHERIFF'S OFFICE for its expenses in providing and managing the SRO Program, as outlined in Paragraph 2.5 of the contract; and

WHEREAS, HCC and the SHERIFF'S OFFICE desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by said SRO's in the HCC:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1.0 **Goals and Objectives** – It is understood and agreed that HCC and SHERIFF'S OFFICE officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program:
 - 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 SRO's to attend, when possible, extracurricular activities held at HCC, such as: meetings, events and concerts;
 - 1.3 To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at HCC, 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 HCC to report any 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 SHERIFF'S OFFICE agrees to employ one (1) School Resource Officer (SROs) during the term of this contract: one (1) full-time with part-time officers augmenting the remainder of the agreed upon schedule. This Contract requires only 1 officer to work at a time on any given day at any given time unless otherwise agreed upon in writing.
- 2.2 The SRO's under this contract will be employees of the SHERIFF'S OFFICE and not HCC. The SRO's will be subject to the administration, supervision and control of the SHERIFF'S OFFICE, except as such administration, supervision and control are subject to the terms and conditions of this Agreement.
- 2.3 The SHERIFF'S OFFICE agrees to provide and administer the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the SHERIFF'S OFFICE, 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 SRO's shall be subject to all other personnel policies and practices of the SHERIFF'S OFFICE, except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- 2.4 The SRO's shall be assigned by the SHERIFF'S OFFICE to HCC. Their initial primary assignments are attached as Exhibit A, which is hereby incorporated into this contract. The assignments can be changed at the discretion of HCC or the SHERIFF'S OFFICE.
- 2.5 Throughout the term of this Agreement, the SHERIFF'S OFFICE agrees to provide (1) officer to perform the duties identified in this Contract. HCC will reimburse the SHERIFF'S OFFICE for one (1) officer and part-time officers to augment the remainder of the schedule. This provided at a total annual cost of \$105,280.00 Dollars. The one (1) full-time officer and part-time officers covered under this Contract are incorporated into this Contract. HCC agrees to reimburse the SHERIFF'S OFFICE as billed, payable on a monthly basis. The parties to this Contract agree that the services performed by the SHERIFF'S OFFICE under this Contract by the one (1) officer shall be in-kind to HCC for the period July 01, 2016 until midnight June 30, 2017. Payment for services shall be on the County pay schedule to occur every two weeks.

2.6 While working as an SRO with HCC, a 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 HCC, the Resource Officer shall respond to requests and suggestions by the president and/or the president's designee, but shall remain subject to the lawful operational commands of his superior officers in the SHERIFF'S OFFICE.

2.6.1 While working as an SRO with HCC, 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 president, or the president's designee, to determine what disciplinary and/or legal action should be pursued.

2.7 The SHERIFF'S OFFICE, in its sole discretion, shall have the power and authority to hire, discharge and discipline SRO's, subject to Section 4.0.

2.8 The SHERIFF'S OFFICE shall hold HCC 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 SRO's, which are attributable to the SHERIFF'S OFFICE and/or HCC.

2.9 In the event an SRO is absent from work, the SRO shall notify both his/her supervisor in the SHERIFF'S OFFICE and the president's designee at HCC, the Vice President of Business Operations, to which the SRO is assigned. The SHERIFF'S OFFICE, to the extent reasonably practicable, agrees to assign another SRO to substitute for the SRO who is absent, but will routinely patrol the campus property during the absence and will be available for calls for service through the Communications Center.

3.0 Insurance and Indemnification

3.1 The SHERIFF'S OFFICE, as part of a sovereignty and acting under the sovereign will have such general liability insurance coverage as is the custom and practice of the sovereign of which the SHERIFF'S OFFICE is a part thereof and will be in such amounts as decided and is customary on the part of

the sovereign of which the SHERIFF'S OFFICE is a part to address acts or omissions that occur or claims that are made during the term of the Agreement.

- 3.2 The SHERIFF'S OFFICE agrees to hold HCC, 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, except where the SRO is acting under the direction of the president or the president's designee.

4.0 **Evaluation**

- 4.1 It is mutually agreed that HCC shall evaluate annually the School Resource Officer Program. The SHERIFF'S OFFICE retains the final authority to evaluate each of their officers.
- 4.2 HCC reserves the right to request that the contract services of an individual SRO be terminated if the President-SRO relationship cannot, in the discretion of HCC, 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 SHERIFF'S OFFICE'S work cycle. (See Exhibit A). Such overtime will be compensated as indicated below and pursuant to SHERIFF'S OFFICE policy and overtime regulations contained in the Fair Labor Standards Act.
 - 5.1.1 HCC and the SHERIFF'S OFFICE agree any overtime hours worked during the SRO's pay period shall be compensated at the rate of time and one half for the overtime hours worked unless the SRO is permitted to adjust the SRO's work schedule during that same pay period to reduce or eliminate the extra work hours, to include time off as agreed by HCC, the SRO and the SHERIFF'S OFFICE.
 - 5.1.2 When the SRO elects to adjust the work schedule, with the approval of HCC and the SHERIFF'S OFFICE, during a pay period (take time off to reduce or eliminate the extra work hours), the SHERIFF'S OFFICE will not be required to provide a law enforcement officer as a substitute, nor may HCC reduce the compensation paid to the SHERIFF'S OFFICE for the time off taken by the SRO.
- 5.2 It is understood and agreed that time spent by SRO's 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 HCC requests the SHERIFF'S OFFICE to provide additional law enforcement officers beyond the SRO assigned to HCC, the SHERIFF'S OFFICE may decline such request where the operational needs and available on duty manpower would create a concern for public safety and welfare. In such event, HCC may request the use of off duty officers under the separate off duty agreement at such rates prescribed in the off duty agreement, if such officers are available. Off-duty officers employed under a separate off-duty agreement will be billed separately from the billing for the SRO's under this Agreement and will be paid promptly by HCC.

6.0 **Basic Qualifications of School Resource Officers (SRO)** - 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 one (1) year of law enforcement experience;
- 6.2 Shall possess a sufficient knowledge of the applicable federal and state laws, city and county ordinances, and HCC policies and procedures;
- 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 school students of HCC;
- 7.2 To enforce federal, state and local criminal laws and ordinances;
- 7.3 To provide law enforcement services to HCC at assigned school locations in accordance with the terms of this Agreement;
- 7.4 To investigate criminal activity committed on or adjacent to HCC property;
- 7.5 To counsel HCC school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the president or the president'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 HCC;
- 7.8 To provide security for special school events, functions or meetings, at the request of the president or the designee;
- 7.9 To follow all HCC policies, unless they are inconsistent with the policies of the SHERIFF'S OFFICE;
- 7.10 To work year round (12 months) on the school calendar schedule of HCC as duly adopted each year. Additionally, HCC and the SHERIFF'S OFFICE will mutually agree to a summer work schedule. 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 or when HCC is on holiday such as Christmas Break and Spring Break; any vacation leave during school time shall be approved in advance by the president's designee, the Vice President of Business Operations, and any corresponding supervisor of the SHERIFF'S OFFICE; and
- 7.11 To immediately notify the office of the president or the president's designee as soon as possible after law enforcement action is taken on the campus and to provide the office such a copy of the initial report as allowed by law.
- 7.12 To participate in selected committees as needed such as the Behavior Assessment Team.
- 7.13 To take daily deposits from the Business Office to the bank.
- 7.14 To attend, when scheduled, monthly SRO Meetings.
- 7.15 To submit monthly, not later than the 15th of each month, the "School Resource Officer Monthly Report. "
- 7.16 SRO's shall not be used by HCC to augment school administrative, clerical or teaching staff.

8.0 Chain of Command

- 8.1 As employees of the SHERIFF'S OFFICE, SRO's shall follow the chain of command as set forth in the SHERIFF'S OFFICE Policy and Procedures Manual.

- 8.2 In the performance of their duties, SRO's shall coordinate and communicate with the president or the president's designee at HCC to which they are assigned.

9.0 **Training/Briefing**

- 9.1 All Resource Officers shall attend training and briefing sessions as required by the SHERIFF'S OFFICE. Coordination of meetings between college personnel, the SRO and Commanding Officers in the SHERIFF'S OFFICE may be scheduled as required or needed for the exchange of information and coordination of efforts.
- 9.2 All SRO's shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the SHERIFF'S OFFICE. HCC may provide training in HCC 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** – At all times, SRO's shall be required to wear a SHERIFF'S OFFICE issued uniform, which shall be provided by the SHERIFF'S OFFICE and carry their required equipment.

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

- 11.1 **Weapons and Ammunition** – The SHERIFF'S OFFICE agrees to provide the standard issue firearm and rounds of ammunition for each SRO.
- 11.2 **Office supplies** – The SHERIFF'S OFFICE 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** – HCC agrees to provide, when necessary, each SRO with a confidential place to counsel students and parents in person or by telephone.
- 11.4 **Vehicles** – The SHERIFF'S OFFICE will provide the SRO's with appropriate SHERIFF'S OFFICE vehicles to perform the duties and assignments under this Contract.
- 11.5 **Fuel** – HCC agrees to provide each SRO with vehicle fuel for use during their shift through the process utilized by HCC and the state of North Carolina.

12.0 **Transporting Students**

12.1 It is agreed that SRO's 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 student 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 college personnel.

12.2 If circumstances require that the SRO transport a student, then HCC officials must provide a college 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 college 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 or removed or barred from campus pursuant to HCC 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 SHERIFF'S OFFICE or HCC vehicle, then a patrol unit shall be dispatched by the SHERIFF'S OFFICE to assist the SRO.

12.6 SROs shall notify the college president/designee before removing a student from campus.

13.0 **Investigation, Interrogation, Search and Arrest Procedures** – SRO's shall adhere to federal and state law when conducting investigations, interrogations, searches and arrests. Specifically, SRO's 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 College officials shall allow SRO's to inspect and copy any public records maintained by the school including student directory information. 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, college 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.

15.0 **Term of Agreement** – The term of this agreement is one (1) year commencing on the first day of July 2016 and ending on the thirtieth day of June 2017 and every year thereafter until modified in writing by either party.

16.0 **Amendment and Modification** – The parties agree that this Agreement may be renewed for successive one year periods under such terms and conditions as the party agree in writing. The parties further agree that no part of this Agreement may be modified or changed without the express consent of the parties and in writing signed by the parties to this Agreement.

17.0 **Consideration** - For and in consideration of the SHERIFF'S OFFICE providing the SRO Program as described herein, HCC agrees to reimburse the SHERIFF'S OFFICE for the cost of the said Program, as described in Paragraph 2.5 of this Contract.

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

HAYWOOD COMMUNITY COLLEGE

OFFICE OF THE SHERIFF

By _____
PRESIDENT

By _____
SHERIFF

By _____
FINANCE OFFICER

By _____
COUNTY MANAGER

EXHIBIT "A"

**OFFICE OF THE HAYWOOD COUNTY SHERIFF
SCHOOL RESOURCE OFFICER
ASSIGNMENTS**

I. Full-Time Schedule

Filled with one (1) Full-time officer

Monday – Friday 7:30 am – 4:30 pm
Saturday – Sunday OFF – Unless otherwise approved*

II. Part-Time Schedule

Filled with Part-time officers

Monday – Thursday 6:00 pm – 10:00 pm

***Holiday Schedule will coincide with that of Haywood Community College**

III. Pay Scales and Rates

Full-Time Pay Schedule = Salary of assigned Deputy Sheriff to the SRO position

Part-Time Pay Schedule = Hourly rate of \$35.00 per/hour to be paid to part-time Deputy Sheriffs used to augment the evening portion of the aforementioned schedule. See example below:

One (1) full-time SRO - day shift

Monday-Friday 7:30am-4:30pm 45 hrs. per/wk. at salary & benefits rate
Approximately \$75,000.00

Part-time SRO's - night shift

Monday-Thursday 6:00pm-10:00pm 16 hrs. x \$35.00 per/hr. = \$560.00 per/week
4 weeks x \$560.00 per/wk. = \$2,240.00 per/month
47 weeks x \$2,240.00 per/mo. = \$26,880.00

Total of both full-time and part-time salaries total \$105,280.00 annually

* Officer assignments may be modified by the SHERIFF'S OFFICE