

Town of Blowing Rock

Request for Council Action

FROM: Manager Ed Evans
SUBJECT: Agreement for Police School Resource Officer Program
TO: Mayor and Council
DATE: August 14, 2018
REQUESTED BY:

Public Hearing Yes No Not required NA
Properly Advertised Yes No Not required NA

BACKGROUND:

Town Council approved the inclusion of hiring a School Resource Officer (SRO) for Blowing Rock Elementary in the FY 18-19 Budget. Watauga County Schools provided the document agreement for approval. Blowing Rock Police Chief Tony Jones, Captain Arron Miller and Manager Ed Evans have reviewed the document and believe all their questions regarding content have been adequately answered. Town Attorney Allen Moseley has reviewed the document.

ATTACHMENTS: Agreement for Police School Resource Officer

STAFF RECOMMENDATION: Council approve the Agreement for Police School Resource Officer

COUNCIL ACTION:

**AGREEMENT between
Watauga County Board of Education and
Town of Blowing Rock for the Police School
Resource Officer Program**

This Agreement, entered into this _____ day of August, 2018, between Watauga County Board of Education, a public body corporate organized and existing under the Constitution and laws of the State of North Carolina, hereinafter referred to as the "School Board," and the Town of Blowing Rock, a municipal corporation organized and existing under the laws of the State of North Carolina, through its Police Department, hereinafter referred to as the "Police Agency",

Witness that:

The School Board and Police Agency mutually agree as follows:

1. THAT THE SCHOOL BOARD SHALL:

- a. Provide office space, access to telephone and internet, and basic office supplies.
- b. Develop desired schedule of work for the School Resource Officer, understanding that the School Resource Officer will comply with the Town of Blowing Rock Personnel Policies as a Town of Blowing Rock employee.

2. THAT THE POLICE AGENCY SHALL:

- a. Cause to be provided, at Police Agency expense, for and on behalf of the School Board one School Resource Officer to carry out the duties and responsibilities listed in this agreement. The School Board or their representatives will approve the officer to be assigned.
- b. Assist school officials in lawfully responding to any law enforcement requests for confidential student and employee records pursuant to state law, federal law, and School Board Policy 5120 and associated procedures. If, during the course of service pursuant to this Agreement the Police Agency or the School Resource Officer should obtain any information pertaining to official student records, this Agreement shall not be construed to constitute a waiver of, or to in any manner diminish the provisions for, confidentiality of student records.
- c. For the purpose of reviewing the School Resource Officer's performance as contemplated herein, allow full access to the personnel file of the School Resource Officer to the Superintendent or the Superintendent's 's designee, provided the Resource Officer consents and signs a written release in accordance with N.C.G.S. 160A-168(c)(6), and provided that the information in such file is kept confidential and not further disclosed.
- d. Provide, to the extent that Police Agency resources permit, an officer to temporarily perform School Resource Officer duties on occasions that the assigned School Resource Officer is unavailable to work.

3. REPORTING AUTHORITY:

- a. For issues of school policy, the School Resource Officer will follow recommendations and coordinate activities with the administration of Blowing Rock School.

- b. For all other law enforcement duties and general supervision as per Town of Blowing Rock and Blowing Rock Police Department Personnel Policy, the School Resource Officer will report to the Blowing Rock Police Department.

4. TERM OF AGREEMENT:

This agreement shall remain in effect from August ___, 2018, until June 30, 2019, unless terminated sooner pursuant to Section 9 of this Agreement.

5. PERFORMANCE RESPONSIBILITIES:

The purpose of the School Resource Officer position is to create a safe, inviting, and engaging learning environment for all students and school staff members.

In addition to the specific duties set forth in sections 6-8 below, the general duties of the School Resource Officer shall include:

- a. Protect students, staff, visitors and property of the school.
- b. Investigate criminal activity on school property.
- c. Assist other law enforcement agencies as requested.
- d. Assist social services and mental health agencies at Blowing Rock School as requested.
- e. Patrol areas of school campus as directed or needed.
- f. Assist in medical emergencies as needed.
- g. Counsel school staff in crisis prevention and intervention.
- h. Conduct informal counseling with students and families.
- i. Coordinate with school administration to ensure the appropriate delineation of roles and duties between law enforcement and school administration. As such, the School Resource Officer:
 - i. Will be trained in the legal standards governing searches and interrogations of minors by law enforcement officers pursuing criminal investigations, including the standards of juvenile *Miranda*;
 - ii. Will report issues of routine school discipline to school officials and not independently investigate issues of school discipline;
 - iii. Will not ask school officials to initiate a search or interrogation for purely law enforcement purposes;
 - iv. Will not be asked to participate in the investigation of routine school discipline by school officials unless necessary to protect the safety of persons;
 - v. Will promptly notify school officials whenever a student is questioned on school premises for a law enforcement purpose and/or when law enforcement action is taken against any student unless such notice would compromise an active investigation; further, the School Resource Officer will consult with school officials as to whether the parent(s) or guardian of a minor should be contacted with respect to any of the foregoing; and
 - vi. Will assist school officials in lawfully responding to any law enforcement requests for confidential student and employee records consistent with state and federal law.

6. PREVENTION:

- a. Establish positive relationships between the officer and the student population.
- b. Assist other agencies such as social services, mental health and other organizations which provide services and care to school system employees, students and families.

- c. Receive training in Conflict Resolution and Peer Mediation.
- d. Assist students and teachers through Conflict Resolution classroom activities, assemblies and informal discussion.
- e. Work with training team to conduct staff development in Conflict Resolution strategies.
- f. Assist in training students in Peer Mediation.
- g. Serve as a resource for parents and students.
- h. Maintain a crime prevention tip-line or website.

7. INTERVENTION:

- a. Identify causes of violence in the schools.
- b. Educate students with respect to the consequences of violence and criminal behavior.
- c. Investigate criminal activity against school property, personnel, students and visitors.
- d. Provide and/or coordinate law enforcement at school activities.
- e. Assist local law enforcement authorities in school-related matters as requested.
- f. Serve as liaison between law enforcement and school officials, students and parents.
- g. Keep a log of activities relating to class, student and parent contacts.
- h. Review and access school security video limited to the investigation of suspected crimes.
- i. Any other duties assigned by the Blowing Rock Police Department.

8. CRITICAL KNOWLEDGE, TRAINING OR CERTIFICATION:

- a. Basic Law Enforcement training.
- b. Certified as a North Carolina Law Enforcement Officer sworn by the Blowing Rock Police Department.
- c. General experience in law enforcement with specialized knowledge of and/or experience in dealing with substance abuse, juvenile law and operating standards of accepted School Resource Officer procedures.
- d. Crisis Prevention and Intervention training.
- e. Successful completion of School Resource Officer Certification from the NC Justice Academy.

9. TERMINATION:

(a) Either party may terminate this Agreement without cause on 90 days notice in writing to the other party;

(b) Either party may terminate this Agreement immediately for cause, upon giving written notice to the other party, in the event that the general counsel of the party terminating the Agreement provides a written statement that in his or her good faith legal opinion it is not legally permissible for that party to continue to substantially comply with this Agreement.

(c) In the event the School Board is dissatisfied with the performance of the assigned SRO, the Board shall consult with the Blowing Rock Chief of Police and the parties shall negotiate in good faith so as to reasonably satisfy the Board, either by improvement in the performance of the SRO or by assignment of a different officer to serve as SRO. In the event the Board remains dissatisfied despite the foregoing efforts, the Board may terminate this Agreement upon 30 days written notice.

In the event of termination, for whatever cause, the School Board shall provide funding as specified herein, prorated through the effective date of the termination.

IN WITNESS WHEREOF, the parties set their hands and seals in Blowing Rock, Watauga County, North Carolina.

TOWN OF BLOWING ROCK

WATAUGA COUNTY
BOARD OF EDUCATION

Mayor

Chairman

ATTEST:

ATTEST:

Town Manager

Superintendent