

AGREEMENT BETWEEN
THE ONSLOW COUNTY SCHOOL SYSTEM
AND
THE CITY OF JACKSONVILLE, NORTH CAROLINA
FOR
THE PROVISION OF POLICE OFFICERS TO ACT AS
SCHOOL RESOURCE OFFICERS

This agreement, entered into this 3rd day of June, 2004, by and between the ONSLOW COUNTY BOARD OF EDUCATION, (hereinafter referred to as the "Board"), and the CITY OF JACKSONVILLE (hereinafter referred to as the City):

WITNESSETH:

A. The Board and the City desire to create a safe and secure environment on the campuses of public schools within the City of Jacksonville; and

B. This agreement establishes a School Resource Officer Program in the public schools located within the City; and

C. The Board and the City recognize the potential benefits of the School Resource Officer Program to the citizens of Jacksonville, North Carolina, and particularly to the students of the public schools within the City; and

D. It is deemed in the best interest of the Board, the City, and the citizens of Jacksonville to establish this program,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Board and the City hereby agree as follows:

ITEM I

Description of Program

The mission of the School Resource Officer Program is to develop a partnership between the Jacksonville Police Department, the schools, and the community to prevent crime and delinquency and create a positive image of police in the minds of youth. This is achieved by placing specially trained police officers in the high school and middle schools located within the City of Jacksonville, North Carolina to serve as a resource for students, families, faculty, and the school district and community at large.

ITEM II

Assignment of Officers

A. Number of School Resource Officers

The Police Department will assign experienced officers trained as School Resource Officers (hereinafter referred to as "SRO's") to be placed in designated public schools. There will be one (1) police officer assigned to each of the following schools: Jacksonville High School, Northside High School, Northwoods Park Middle School, Jacksonville Commons Middle School, and New Bridge Street Middle School.

B. Selection of SRO's

The Chief of Police will advertise within the Police Department for officers to volunteer as SRO's. All officers responding to this advertisement will participate in a selection process to ensure that the best-suited officer is assigned as an SRO. The Chief of Police will be the final authority on all SRO assignments.

C. Chain of Command

Officers assigned as an SRO shall report directly to a superior officer designated by the Chief of Police. The designated superior officer will be responsible for evaluating the SRO's performance. SRO's are responsible for complying with all orders, policies, procedures, rules and regulations of the Jacksonville Police Department.

D. Conduct and Appearance

1. SRO's shall conduct themselves in a manner that fosters a good working relationship with the school staff, students, and other citizens of the City.

2. SRO's shall comply, as stated above, with all orders, policies, procedures, rules, regulations, and other directives of the City of Jacksonville and the Jacksonville Police Department.

3. SRO's shall wear the Police Department uniform and maintain a high standard of grooming and neatness.

4. SRO's shall coordinate their functions with the principal of their assigned school.

5. SRO's are prohibited from discussing matters of school concern with anyone other than the principal of their assigned school, the Superintendent of Onslow County schools, or the Chief of Police, unless otherwise authorized by the Chief.

6. Smoking is prohibited on all school campuses.

E. Authority of SRO's

1. SRO's shall have the same law enforcement authority and obligation on school property as they would anywhere within their jurisdiction.

2. SRO's are encouraged to familiarize themselves with both the Police Department and school policies relative to the SRO program. Should conflict arise due to a policy difference, it will be the SRO and principal's responsibility to bring the difference to the attention of the Chief of Police and School Superintendent as soon as possible.

F. Duty Hours

1. Each SRO will be assigned to their designated school on a full time basis of eight (8) hours a day on those days and during those hours that the school is in regular session. When school is not in session, the Chief of Police will temporarily assign the SRO's to other duty assignments for the Police Department.

2. Hours of duty will be arranged between the SRO and the school principal. The officer will remain on the school campus unless otherwise directed by the school principal or the Chief of Police.

G. Duties and Responsibilities of SRO's

1. It is the primary duty of the SRO to ensure the safety of students and teachers/staff. They handle all crime-related problems in the school, including arresting those who violate the law.

2. SRO's shall conduct themselves in a manner that will project a positive role model. The SRO will perform all duties and handle every incident in a professional manner.

3. The SRO will make every effort to remain as visible as possible on the school campus especially in areas where large numbers of students gather and in areas where crime or violence are most likely to occur.

4. The SRO shall coordinate efforts closely with the school principal and develop plans and strategies to prevent violence, detect crime, and minimize dangerous situations.

5. The SRO will establish and maintain a rapport with the staff/faculty, students, and others associated with the school.

6. SRO's shall be attentive to behavior or conduct of individuals on school property for the purpose of preventing and detecting crime and arresting violators.

7. SRO's shall not solicit students as undercover informants. This does not prohibit the SRO from receiving information from students who wish to provide information. When a student does provide such information, the officer must maintain their confidentiality.

8. SRO's shall notify the principal and Chief of Police, as soon as possible, if an investigation produces evidence of danger for any individual associated with the Onslow County Schools or if there is a potential for violence at any of the schools.

9. SRO's shall arrest individuals who commit crimes of violence on school property and shall remove them from school property as soon as possible.

10. SRO's shall hold conferences and interviews with students, parents, and staff/faculty members in order to assist them with law enforcement related problems. Confidential information will be protected to the fullest extent of the law, unless the individual being conferenced or interviewed permits otherwise. SRO's are prohibited from conducting a conference or interview with a student or staff/faculty member, in a manner that tends to single them out as a source of information that may result in retaliation from others.

11. SRO's shall encourage students in developing positive attitudes towards the school, education, and positive living in general.

12. SRO's will strive to improve the attitudes of young people toward law enforcement. They shall do so by serving as teachers and counselors, and through informal interaction with students.

13. SRO's shall become familiar with community agencies that offer assistance to staff/faculty, students and family as it relates to mental health, drug treatment, etc. SRO's should make referrals to such agencies when necessary after consulting with the principal or designee.

14. The SRO will deal with trespassers who have no legitimate business on school property.

15. SRO's will provide classroom instruction to help students better understand their legal rights and responsibilities as community members in addition to a wide range of other law enforcement topics.

16. The SRO acknowledges and agrees to abide by the Board of Education's Use of Tobacco Products policy, effective July 1, 2004, prohibiting the use of any and all tobacco products by any person in any indoor facility or on any grounds owned or leased by the Onslow County Board of Education."

ITEM III

Rights and Duties of the Board

The Board shall provide to the SRO of each school the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

A. Access to an air-conditioned and properly lighted private office that shall contain a telephone that may be used for general business purposes.

B. A location for files and records that can be properly locked and secured.

C. A desk with drawers, chair, worktable, filing cabinet and office supplies.

D. Access to secretarial assistance.

E. Reserved parking space.

ITEM IV

Financing of the School Resource Officer Program

For a ten (10) month period beginning August 2004 and ending May 2005 the Onslow County Board of Education will pay the City of Jacksonville, North Carolina a lump sum payment of **\$173,549** said sum representing the direct and related costs of implementing this program. The City of Jacksonville agrees to pay **\$106,066**, any additional cost will be paid by the Onslow County Board of Education, as long as additional costs have been approved by the Onslow County Board of Education. Funding for the 2004/2005 School Year will be contingent upon the availability and continuation of State funds to the Onslow County Board of Education.

ITEM V

Employment Status of the School Resource Officer

School Resource Officers shall remain employees of the Jacksonville Police Department, and shall not be employees of the Board of Education. The Board and the Chief of Police shall remain responsive to the chain of command of the Jacksonville Police Department.

ITEM VI

Dismissal of School Resource Officer; Replacement

A. If the principal of the school to which the SRO is assigned feels that their particular SRO is not effectively performing his/her duties and responsibilities, the principal may recommend to the Superintendent that the SRO be removed from the program at his school. The principal shall state the reasons in writing. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the Chief of Police or his designee of the principal's request. If the Chief of Police so desires, the Superintendent and the Chief of Police or their designees, shall meet with the SRO to mediate or resolve any problems that may exist. At this meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated or in the event the Chief of Police does not seek mediation, then the SRO shall be removed from the program at the school and a replacement shall be obtained.

B. The Chief of Police may dismiss or reassign an SRO based upon Police Department rules, regulations or other directives, and when it is in the best interest of the Police Department and the City of Jacksonville.

C. In the event of the resignation, dismissal or reassignment of an SRO, the Chief of Police shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation, or reassignment.

ITEM VI

Termination of Agreement

This agreement may be terminated by either party upon ninety (90) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon 180 days' written notice. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the City of Jacksonville for all services performed to the date of termination. The Board shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of termination of this Agreement.

ITEM VII

Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage, prepaid and addressed as follows:

Onslow County Board of Education
P.O. Box 99
Jacksonville, NC 28540

Jacksonville Police Department
P.O. Drawer 436
Jacksonville, NC 28541-0436

ITEM VIII
Good Faith

The Board, the Chief of Police, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police, or their designees.

ITEM IX
Modification

This document constitutes the full understanding of the parties and no term, condition, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

ITEM X
Non-Assignment

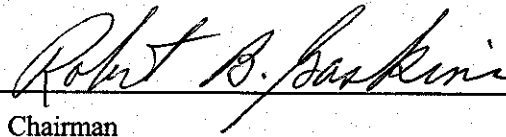
This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the Board and the Chief of Police is obtained.

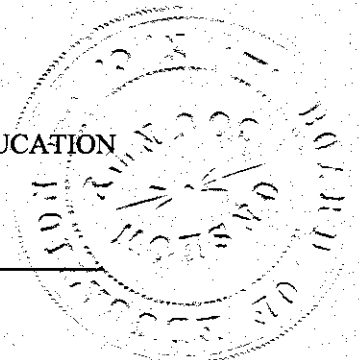
ITEM XI
Merger

This Agreement constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms.

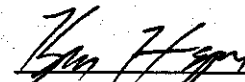
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

THE ONSLOW COUNTY BOARD OF EDUCATION


Chairman



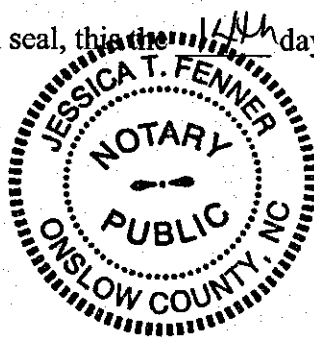
THE CITY OF JACKSONVILLE, NORTH CAROLINA


City Manager

NORTH CAROLINA
ONslow COUNTY

I, Jessica T. Fenner, a Notary Public in and for the aforesaid County and State, do hereby certify that on this day, **ROBERT GASKINS**, Chairman of the Onslow County Board of Education, personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes herein expressed.

Witness my hand and official seal, this the 14th day of June, 2004.



Jessica T. Fenner
NOTARY PUBLIC

My Commission Expires:

10-14-06

NORTH CAROLINA
ONslow COUNTY

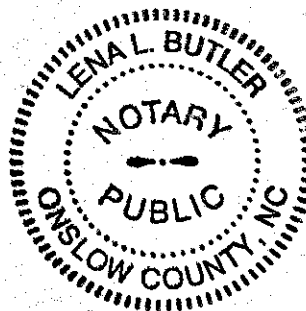
I, Lena L. Butler, a Notary Public in and for the aforesaid County and State, do hereby certify that on this day, **Ken Hagan**, ~~Interim~~ City Manager of Jacksonville, North Carolina, personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this the 2nd day of July, 2004.

Lena L. Butler
NOTARY PUBLIC

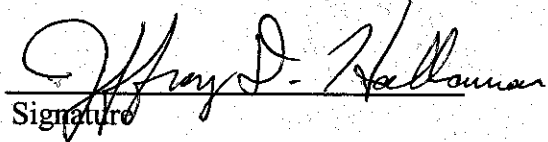
My Commission Expires:

January 4, 2009



APPROVAL BY BOARD OF EDUCATION FINANCE OFFICER

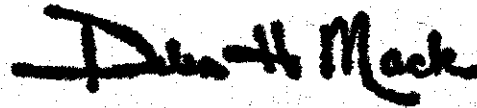
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Signature

6-14-04
Date

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



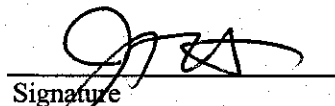
Signature

7/1/04
Date

CERTIFICATION OF CITY'S ATTORNEY

I, the undersigned, John T. Carter, Jr., the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached contract for the School Resource Officers and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions, thereof.


Signature

6/15/04
Date