

19 R 38

2019-6-9999

FILED  
2019 NOV -6 AM 11:21  
TYRRELL CO., N.C.  
BY [Signature]



**Tyrrell County  
School Justice Partnership Agreement**

Tyrrell County Schools strives continually to create and maintain a safe and orderly school environment conducive to learning and to teach students to respect themselves, others, and property, and to conduct themselves in a manner that fosters their own learning and the learning of those around them.

With that in mind and after careful study of county delinquency, particularly school-related charges, the Tyrrell County School Justice Partnership has identified the following Focus Act for ongoing monitoring and application of this initial agreement:

- Simple Assault
- Simple Affray
- Disorderly Conduct
- Misdemeanor Larceny (14-72)

**§ 14-33. Misdemeanor assaults, batteries, and affrays, simple and aggravated; punishments.** (See attached)

**§ 14-288.4. Disorderly conduct.**

(a) Disorderly conduct is a public disturbance intentionally caused by any person who does any of the following:

- (1) Engages in fighting or other violent conduct or in conduct creating the threat of imminent fighting or other violence.
- (2) Makes or uses any utterance, gesture, display or abusive language which is intended and plainly likely to provoke violent retaliation and thereby cause a breach of the peace.
- (6) Disrupts, disturbs or interferes with the teaching of students at any public or private educational institution or engages in conduct which disturbs the peace, order or discipline at any public or private educational institution or on the grounds adjacent thereto.
- (6a) Engages in conduct which disturbs the peace, order, or discipline on any public school bus or public school activity bus.

**§ 14-72. Larceny of property; receiving stolen goods or possessing stolen goods** (See Attached)

**Graduated Response Model to Minor Infractions**

Currently, Tyrrell County Schools enlists the following strategies provided an incident that qualifies as one of the focus acts occurs where there are no mitigating circumstances that would require a more severe response:

State of North Carolina, County of Tyrrell,  
I hereby CERTIFY that the above are foregoing  
is TRUE COPY of the original in this office.

ANGIE E SEXTON, CLERK OF SUPERIOR COURT

By: [Signature] Deputy Assistant Clerk  
Date: 11-6-2019

**Classroom Intervention** - Classroom intervention is managed by the teacher for behaviors that are passive and non-threatening such as dress code violations and violations of minor classroom rules.

**School Administration Intervention** - Classroom interventions must be supported by school administrators who address more serious or repetitive behaviors and behaviors in school but outside of the classroom. Examples of behaviors at this level include repetitive patterns, defacing school property, truancy, threats, and minor behaviors in hallways, bathrooms, courtyards and school buses.

**School-Based Teams** - When the behavior and needs of the student warrant, an assessment process and intervention with the use of school and community services may be appropriate. This intervention is managed by the school administrator with a school based team. The team should consist of individuals knowledgeable about the student including one or more teachers, administrators, support personnel, and when appropriate, family, the student and community members. Repetitive truancy or defiance of school rules, and behaviors that interfere with others such as vandalism or harassment belong at this level as well as misbehaving students who would benefit from service provision. Assessment and service intervention options should include any Classroom or School Administration interventions and might include referral to community service or community based program, in-school suspension, out- of-school suspension, expulsion or referral to court.

**Law Enforcement Intervention** - The school may involve law enforcement, including the SRO in general misconduct but shall involve law enforcement in serious and emergency situations. Involvement of law enforcement does not necessarily mean arrest and referral to court. Law enforcement options may include verbal warning; written warning, conference with the student, parents, teachers and/or others; and could include referral to teen court or mediation if available, community service, and/or other community agencies. In some cases, criminal charges, juvenile charges and referral to court may follow.

### **Graduated responses to Focus Act**

*May include the following based on evaluation by the school official of information available. Administration has the ability to move directly to a higher level appropriate response considering the circumstances of the incident.*

#### **1. Teacher and Staff Communication & Intervention**

Classroom teachers and staff use interventions and parental communication as an initial response to student misconduct including inappropriate language, dress code violations, insubordination, truancy, bullying, classroom disruptions and other code violations. Focus acts recognized under this agreement fall into the "School Discipline Rubric" beginning with Categories 4 offenses. (See pages 4-6 Tyrrell County Schools Discipline Rubrics)

#### **2. Intervention**

Commission of a Focus Act may result in a referral to a graduated program made available by the school, juvenile court, or community. SROs are not required to charge, and may admonish and counsel or give a warning, or defer to the disciplinary action taken by the administrator.

If it is serious enough to warrant juvenile justice intervention or criminal charges, the SRO will follow appropriate procedures.

The commission of a second Focus Act in the same school year may result in the filing of a juvenile petition, or charge as an adult but is not mandated by this agreement. The SRO has discretion to take other action that includes deferral to the administrator's disciplinary action, admonishment and counsel, or a graduated response program.

### **3. Diversion**

Tyrrell County Schools uses a variety of methods to support diversion. These include PBIS (Positive Behavior Intervention and Support) strategies, SAT (School Assistance Team) referrals, Student Services referrals, referrals to the school guidance counselors and social worker, character education programs and soft skills integration. SRO's may refer to the Division of Juvenile Justice for a Court Counselor Consultation. Administrators and SRO's will have discretion when determining when to charge children with special needs and/or younger children under age twelve.

**Tyrrell County Schools Discipline Rubrics  
Columbia Middle and Columbia High School**

**CATEGORY IV OFFENSES**

- Violation of a Category IV offense may result in up to 10 days suspension from school, up to 10 days in school suspension, or other suitable consequences.
- The principal/assistant principal reserves the right to alter designated consequences due to mitigating or aggravating circumstances.
- Category IV offenses are divided into seven groups: A, B, C, D, E and F.

Category 4 A Offenses	Referral Consequences
<ul style="list-style-type: none"> <li>• Rough-housing</li> <li>• Minor Vandalism</li> <li>• Off-limits Area</li> <li>• Display of Affection</li> <li>• Forging Signature(s)</li> <li>• Inappropriate Language/Materials</li> <li>• Disturbing Class</li> <li>• Misconduct</li> <li>• Vandalism (and Restitution)</li> <li>• Skipping Class (under 15 minutes)</li> </ul>	<ol style="list-style-type: none"> <li>1 .....ASD or LD</li> <li>2.....ASD or LD</li> <li>3.....ISS 1 (Phone Call)</li> <li>4... ..ISS 2 (Phone Call)</li> <li>5 .....ABC</li> <li>6.....OSS 1</li> <li>7.....OSS 2</li> <li>8 .....OSS 3</li> </ol>
Category 4 B Offenses	Referral Consequences
<ul style="list-style-type: none"> <li>• Instigating fight or disagreement</li> <li>• Threat of harm to student(s)</li> <li>• Theft less than \$25.00*</li> <li>• Profanity/Gestures</li> <li>• Class Disruption (Restitution <b>and</b> appropriate consequences)</li> </ul>	<ol style="list-style-type: none"> <li>1.....ASD (1 Hour)</li> <li>2.....ABC</li> <li>3.....ISS 1</li> <li>4.....ISS 2</li> <li>5.....OSS 1</li> <li>6.....OSS 2</li> <li>7 .....OSS 3</li> </ol>

Category 4 C Offenses	Referral Consequences
<ul style="list-style-type: none"> <li>● Dishonesty (cheating, forgery &amp; lying)</li> <li>● Sexual/Racial Misconduct</li> <li>● Disrespect to Faculty (Defiance of Authority/Back Talk)</li> <li>● Skipping School</li> <li>● Lewd/Obscene/Dangerous Act</li> <li>● Profanity/Gestures</li> <li>● Smoking/Tobacco or Incinerating Devices</li> <li>● Verbal/Physical Altercation</li> </ul>	<ol style="list-style-type: none"> <li>1.....ISS 1</li> <li>2.....OSS 1</li> <li>3.....OSS 3</li> <li>4.....OSS 5</li> <li>5.....OSS 10</li> <li>6 &amp; beyond....ADMIN. REVIEW</li> </ol>
Category 4 D Offenses	Referral Consequences
<ul style="list-style-type: none"> <li>● Fighting</li> <li>● Inappropriate Touching</li> <li>● Threat or Harm to Staff</li> <li>● Serious Disrespect</li> </ul>	<ol style="list-style-type: none"> <li>1.....OSS 5 (at minimum)</li> <li>2.....OSS 10</li> <li>3.....ALP</li> <li>4 .....OSS Year</li> </ol>
Category 4 E Offenses	Referral Consequences
<ul style="list-style-type: none"> <li>● Bus Violation</li> </ul>	<ol style="list-style-type: none"> <li>1 .....OTB 1</li> <li>2.....OTB 3</li> <li>3.....OTB 5</li> <li>4.....OTB 10</li> </ol>
Category 4 F Offenses	Referral Consequences
<ul style="list-style-type: none"> <li>● Tardy (Class or School)</li> </ul>	<ol style="list-style-type: none"> <li>1.....Warnings by teacher</li> <li>2.....Letter to parent/conference</li> <li>3.....Conference with student</li> <li>4.....ASD</li> </ol>

# Tyrrell Elementary School (PBIS School)

## TES Discipline Guidelines

Infraction	1st Offense	2nd Offense	3rd Offense	4th Offense	5th Offense
<p><b>Level 1:</b></p> <ul style="list-style-type: none"> <li>• Defiance (Minor)</li> <li>• Disorderly Conduct (Minor)</li> <li>• Disrespect (Minor)</li> <li>• Disruption (Minor)</li> <li>• Foul Language / Profanity (Minor)</li> <li>• Gossiping / Rumoring (Minor)</li> <li>• Horseplay / Play-fighting</li> <li>• Teasing / Name Calling / Pestering</li> <li>• Physical contact (Minor)</li> </ul>	<p><b>Teacher Handles Suggested Consequence(s):</b></p> <ul style="list-style-type: none"> <li>*Verbal Warning</li> <li>* Isolation away from group</li> <li>*Teacher conference with student about behavior</li> <li>* Class Dojo, Clip Chart, etc.</li> </ul>	<p><b>Teacher Handles Suggested Consequence(s):</b></p> <ul style="list-style-type: none"> <li>*Parent Contact</li> <li>*Time Out/Take A Break (include reflection sheet)</li> <li>* Lunch Detention</li> <li>* Apology letter written by the student</li> <li>* Walk the perimeter of the playground</li> </ul>	<p><b>Teacher Handles Suggested Consequence(s):</b></p> <ul style="list-style-type: none"> <li>*Parent Contact (teacher MUST call/contact)</li> <li>*Time Out/Take A Break (include reflection sheet)</li> <li>*Loss of Privileges</li> <li>*Lunch Detention</li> <li>*Minor Documentation in Ed. Handbook (sent home for parent signature)</li> </ul>	<p><b>Office Referral (with minor incidents recorded) Suggested Consequence(s):</b></p> <ul style="list-style-type: none"> <li>*Student Conference</li> <li>*Parent Contact by administration</li> <li>*Loss of Privileges</li> <li>*Lunch Detention</li> <li>*Specials Detention</li> <li>*ISS</li> </ul>	<p><b>Office Referral Suggested Consequence(s):</b></p> <ul style="list-style-type: none"> <li>*Student &amp; Parent Conference</li> <li>*Specials Detention</li> <li>* ISS</li> <li>* OSS</li> <li>* Referral to MTSS</li> </ul>
<p><b>Level 2 (Major):</b></p> <ul style="list-style-type: none"> <li>• Bullying - Verbal / Emotional (repeated behavior exhibited)</li> <li>• Defiance (Major)</li> <li>• Disorderly Conduct (Major)</li> <li>• Disrespect (Major)</li> <li>• Disruption (Major)</li> <li>• Forgery</li> <li>• Foul Language / Profanity (Major)</li> <li>• Gossiping / Spreading Rumors (Major)</li> <li>• Inappropriate Language</li> </ul>	<p><b>Office Referral Suggested Consequence(s):</b></p> <ul style="list-style-type: none"> <li>*Specials Detention</li> <li>*ISS</li> <li>*Loss of Privileges</li> <li>*Lunch Detention</li> </ul>	<p><b>Office Referral Suggested Consequence(s):</b></p> <ul style="list-style-type: none"> <li>*ISS</li> <li>*Referral to Guidance Counselor / Soc. Worker</li> </ul>	<p><b>Office Referral Suggested Consequence(s):</b></p> <ul style="list-style-type: none"> <li>*ISS / OSS</li> <li>*Parent Conference</li> </ul>	<p><b>Office Referral Suggested Consequence(s):</b></p> <ul style="list-style-type: none"> <li>*OSS</li> <li>*Parent Conference</li> </ul>	<p><b>Office Referral Suggested Consequence(s):</b></p> <ul style="list-style-type: none"> <li>*OSS</li> <li>*Parent Conference</li> </ul>
<p><b>Level 3 (Severe):</b></p> <ul style="list-style-type: none"> <li>• Fighting / Assault</li> </ul>	<p><b>Immediate Office Referral: ***Send with explanation until documented in Ed. Handbook ***</b></p>				

<ul style="list-style-type: none"> <li>• Bullying - (Physical)</li> <li>• Defiance (Major)</li> <li>• Discriminatory Language / Behavior (Hate Crimes)</li> <li>• Drug Use or Possession (includes alcohol &amp; tobacco)</li> <li>• Extortion / Harassment</li> <li>• Threats / Intimidation / Weapons</li> <li>• Vandalism/Theft</li> </ul>	<p><i>Suggested Consequence(s):</i></p> <ul style="list-style-type: none"> <li>*ISS / OSS</li> <li>*Parent Conference</li> <li>*SRO Involvement</li> <li>*Guidance Counselor/School Social Worker Referral</li> </ul>
---	---

## Defining Unacceptable Behaviors

There are two levels of behaviors: minor and major. Minor behaviors will be addressed and handled by teachers. Major behaviors will be referred to the office to be handled by the counselor or principal. The following table defines minor and major behavior concerns.

<b>Behavior</b>	<b>Minor</b>	<b>Major</b>
Deface	Something that can be removed, cleaned, or fixed	Inability to clean or fix.
Disrespect toward a peer	Mildly rude interactions with a peer or peers that may cause a slight upset.	Rude and deliberate interactions or arguing with a peer or peers that is offensive to the peer/peers.
Disrespect toward a staff member/adult	Mildly rude interactions with a staff member/adult that may cause a slight upset.	Rude and deliberate interactions or arguing with a staff member/adult that is offensive to the staff member/adult.
Endanger	Minor injury to others. Disregard the safety of others.	Major injury - a physical mark, causing someone pain.
Inappropriate Behavior	Slight disruption that hinders the learning of others.	Continued or physical disruption that hinders the learning of others.
Inappropriate Language	Profanity exclaimed, not intended at an individual.	Continuous swearing, offensive gestures or comments directed at an individual.
Insubordination / Defiance	Failure to follow directions in a reasonable amount of time.	Continued refusal to follow direction or arguing with adult.
Wandering	Wandering the classroom.	Leaving an area without permission.

<b>Problem Behavior</b>	<b>Definition</b>
-------------------------	-------------------

Disruption	Having sustained, disruptive behavior that prevents instruction from continuing or continuing with difficulty after reasonable attempts have been made to correct the behavior.
Fighting / Assault	Fighting involves the exchange of mutual physical contact, such as pushing, shoving, and hitting with or without injury. Assault refers to behavior in which one student or group of students may be inflicting bodily harm to another student or staff member.
Noncompliance	Refusing to follow directions when reasonable efforts have been made to enable the student to cooperate.
Theft	Taking property belonging to the school or any individual or group without prior permission.
Vandalism	Intentionally causing damage to or defacing school property or the property of others.
Other crisis behavior	Having serious low-incident behavior that affects safety or is regarded as crisis or emergency behavior.



## School Justice Partnership

All parties agree that the removal of students from school, while sometimes necessary, can exacerbate behavioral problems, diminish academic achievement, and hasten school dropout.

Since the General Assembly has declared as policy of this State that school discipline must balance these competing interests, school officials have the primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters.

The duty of local law enforcement is to respond to and investigate imminent safety threats, uphold the law, and serve the population they are charged with protecting.

While the jurisdiction of the juvenile court does not extend to initial decisions of school and law enforcement personnel in disciplinary matters, efficient use of judicial resources is desirable, and Tyrrell County Schools and local law enforcement already partner together to meet their shared responsibility to create a safe school environment for all students.

Tyrrell County schools and local law enforcement aim to respond to student behavior consistently and within the bounds of their respective legal duties and responsibilities. Therefore, school officials are encouraged to continue to use and expand the full range of responses to violations of disciplinary rules, including conferences, counseling, mediation, behavior contracts, instruction in conflict resolution and anger management, detention, academic interventions, community service, and other similar tools that do not remove a student from the classroom or school building.

It is understood that some minor, non-emergency disruptive behavior of students at school and school-related events may be adequately and effectively addressed through classroom, in-school, family, and community strategies and by maintaining a positive climate within schools rather than by exclusionary discipline practices or referral to law enforcement.

In light of the negative impact exclusionary discipline practices and referrals to the justice system can have on students, engaging in an ongoing dialogue aimed at identifying effective strategies that reasonably can be implemented within available resources to reduce the number of student suspensions, expulsions, and referrals to the justice system while preserving safety and order within the schools is in the interest of all parties to this Agreement.

Clarifying the responsibilities and distinct roles of school officials and law enforcement personnel in responding to school-based misconduct is in the best interest of the students, the school system, law enforcement, and the community.

An existing MOU between Tyrrell County Sheriff's Office and Tyrrell County Schools outlines these responsibilities and is supported by a long-standing and exceptional relationship as is evidenced by this agreement. See attached Tyrrell County School Resource Officer Agreement.

The Parties to this Agreement support the following principles, best practices, and goals for the management of school-based misconduct:

A. The use of evidence-based and evidence-informed alternatives that are effective in reducing the use of exclusionary discipline and referrals to law enforcement are encouraged as a first response to incidents of minor school-based misconduct.

B. Ongoing institutional dialogue between school officials, members of law enforcement, judicial officials, and other relevant stakeholders is essential to support efforts to establish and maintain a safe, inclusive, and positive learning environment for all students and educators.

C. The relationship between the local board of education, the school system's administrative personnel, and local law enforcement agency is addressed in the Memorandum of Understanding that clearly establishes the responsibilities and distinct roles of school and law enforcement officials in responding to school-based misconduct.

**Therefore**, the parties to this Agreement, having formed a School-Justice Partnership (SJP), which is a group of community stakeholders, have examined data, considered existing practices and relevant objective research, and acknowledged effective evidence-based and evidence-informed strategies that are already being implemented within available resources to address student misconduct for the purpose of providing a safe, inclusive, and positive learning environment for all students and educators.

Based on the data, current strategies and interventions implemented by Tyrrell County Schools are effectively impacting suspensions, expulsions and school-based referrals to the Justice System. As such, modifications to the current intervention plan are not needed at this time. The stakeholders will therefore continue to monitor the data and make appropriate recommendations as needed per semester.

This Agreement is an expression of the Parties' collective goal of reducing suspensions, expulsions, and referrals to the justice system, particularly for the above-named Focus Act, and is not intended to bind the parties, impose legal obligations on the parties, or create legal liability for any actions or omissions made pursuant to the Agreement.

The purpose of the SJP is to create a district-wide, positive, relationship-based culture that is supportive of all members of the school system and the community in their efforts to reduce the number of suspensions, expulsions, and referrals to the justice system while maintaining school safety and order.

In an effort to achieve the SJP's purpose, the parties to this agreement commit to engaging in a regular and ongoing institutional dialogue, regarding how to leverage existing and potential resources to collaboratively respond to school-based misconduct in ways that maintain

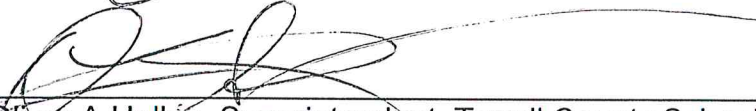
school safety and order while reducing suspensions, expulsions, and referrals to the justice system, including consideration of alternative disciplinary measures, in-school interventions, diversion programs, graduated response models, community-based support services, including available JCPC funded programs, and/or other evidence-based or evidence-informed practices.



Lee Scripture, Chair, Tyrrell County Board of Education

11/05/2019

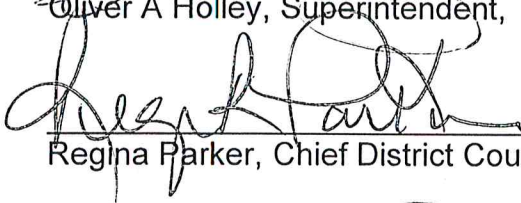
Date



Oliver A. Holléy, Superintendent, Tyrrell County Schools

11/5/19

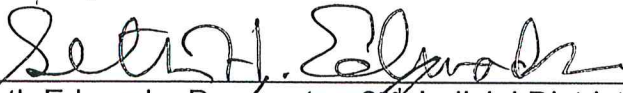
Date



Regina Parker, Chief District Court Judge, 2<sup>nd</sup> Judicial District

11/5/19

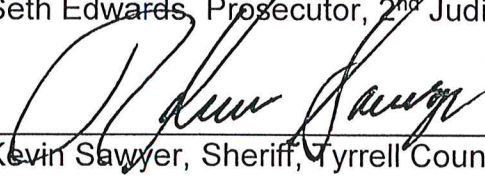
Date



Seth Edwards, Prosecutor, 2<sup>nd</sup> Judicial District

11/5/2019

Date



Kevin Sawyer, Sheriff, Tyrrell County

11/6/2019

Date



NAME, Chief Court Counselor, 2<sup>nd</sup> District, Department of Public Safety

11-5-2019

Date

COPY

TYRRELL COUNTY  
SCHOOL RESOURCE OFFICER PROGRAM

North Carolina

Law Enforcement

Tyrrell County

Operations Agreement

This OPERATION AGREEMENT for the provision of a school resource officer to be assigned to Tyrrell County Schools, made and entered into on this the 1st day of July, 2018, effective immediately and continuing through the 30<sup>th</sup> of June, 2019, when it shall terminate, by and between the Tyrrell County Board of Education, hereinafter referred to as "Board" and the Tyrrell County Sherriff's Office, hereinafter referred to as "Law Enforcement Agency".

1.0 Financial Agreement 2018-2019

- 1.1 Salary-The Board will pay, in quarterly installments, to the Tyrrell County Board of Commissioners, for the resource officer's salary an annual amount not to exceed \$46,000.00.
- 1.2 Uniform-The Board will pay \$500 for the resource officer's uniform costs and supplies. The Law Enforcement Agency will provide all leather uniform gear, rain coat and top coat for the resource officer.
- 1.3 Training-The Board will pay \$500 for the resource officer's training expenses.
- 1.4 Vehicle- The Board will budget \$0.00 during the term of this agreement for vehicle replacement for the School Resource Office (SRO) Program. The Law Enforcement Agency will provide a clean and attractive vehicle marked with "School Resource Officer" identification. The Board will appropriate sufficient dollars (contingent upon funding availability) during ensuing four years to purchase a new vehicle, at which time, the new vehicle will be used solely for the SRO Program.
- 1.5 Transportation Costs-The Board will provide fuel for the SRO vehicle.
- 1.6 Weapon—The Law Enforcement Agency will provide the resource officer with standard issue pistol and rounds of ammunition.
- 1.7 Radio—The Board will provide the resource officer a radio on the school frequency; the Law Enforcement Agency will provide a radio on the emergency frequency.

2.0 Minimum Basic Qualifications of School Resource Officer

- 2.1 Should have three (3) years experience in law enforcement or criminal justice background;
- 2.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, including the Juvenile Code of North Carolina, City and County Ordinances and relevant Board of Education Policies and Administration Regulation;

- 
- 2.3 Shall be capable of conducting criminal investigations;
  - 2.4 Shall possess even temperament and set a good example for school students and,
  - 2.5 Shall possess communications skills that would enable the officer to function effectively within the school environment.

### 3.0 Administrative and Control

- 3.1 The resource officer shall be sworn law enforcement officer employed by the Law Enforcement Agency, while remaining under the control of the Board for personnel purposes including duties, assignments, evaluations, and other personnel matters; and under the control of the Law Enforcement Agency for salary matters, benefits, insurance, worker's compensation, liability coverage and other benefits provided by the Law Enforcement Agency.
- 3.2 The resource officer shall be assigned full time to the Board and shall be subject to the review and approval of the Board as recommended by the superintendent.
- 3.3 While working as a resource officer with the Board, the officer shall have the same jurisdiction, powers, rights, privileges and immunities as law enforcement normally possess. While on duty at a school location, the resource officer shall abide by Board policy, consult and coordinate activities through the superintendent or his designee and respond to requests and suggestions by the superintendent or his designee.
- 3.4 The resource officer shall be released by the Board to the Law Enforcement Agency only for rare and serious emergencies. The Law Enforcement Agency will provide documentation to the superintendent or his designee supporting each serious emergency.

### 4.0 Duties of Resource Officer

- 4.1 To provide law enforcement services to the school system at assigned school locations in accordance with the terms of this Agreement;
  - 4.2 To counsel school students in special situations, such as students suspected of engaging in criminal activity, when requested by the superintendent or his designee or by the parents of a student;
  - 4.3 To answer questions that students may have about North Carolina criminal or juvenile laws, and to make classroom presentations at the request of a teacher as his or her schedule permits, but not to give legal advice;
  - 4.4 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the resource officer is assigned;
  - 4.5 To provide security for special school events or functions at the request of the superintendent or his designee;
  - 4.6 To work year round (12) months according to the school calendar schedule adopted each year by the Board;
-

- 
- 4.7 To coordinate traffic and security at all athletic events and social functions on school premises as directed by the superintendent or his designee for the school to which the resource officer is assigned;
  - 4.8 To refrain from functioning as a school disciplinarian so as not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law;
  - 4.9 To confer with the superintendent or his designee to develop plan and strategies to prevent and / or minimize dangerous situations on or near the campus or involving students as school related activities;
  - 4.10 To take law enforcement action as necessary and notify the superintendent or his designee as soon as possible and, whenever practicable, advise the superintendent or his designee before requesting additional enforcement assistance on campus and undertake all additional enforcement assistance on campus and undertake all additional law enforcement responsibilities at the superintendent or his designee's direction.;
  - 4.11 To advise the superintendent or his designee, whenever practicable, before requesting additional assistance on campus;
  - 4.12 To perform those duties contained in the School Resource Officer Performance Evaluation Instrument;
  - 4.13 To report all discoveries of illegal actions to the school superintendent.

#### 5.0 Chain of Command

- 5.1 The resource officer, an employee of the Law Enforcement Agency, shall follow the chain of command as set forth in the Law Enforcement Agency's Policies and Procedures manual or Standards of Practice and Procedure;
- 5.2 The resource officer shall coordinate and communicate with the superintendent or his designee at the school to which he/ she is assigned in the performance of his/her duties.

#### 6.0 Duty Hours

- 6.1 The SRO shall be on duty for 168 hours during each 28 pay period. Specific duty hours shall be set by mutual agreement between the superintendent and the sheriff.
- 6.2 The SRO shall be on duty 15 minutes before the beginning of the student instructional day until 15 minutes after the end of the students' school day unless modified by the superintendent or superintendent or his designee. The remainder of the officer's 40-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, or to perform other duties as requested by the superintendent or his designee and approved by the sheriff.
- 6.3 It is understood and agreed that time spent by the SRO attending court for juvenile and/or criminal cases arising from and/or out of employment as an SRO shall be considered as hours worked under this Agreement.

---

6.4 If in the event of an emergency, the SRO is ordered by the sheriff's office to leave his school duty station during normal duty hours as described above and to perform other services for the sheriff's office, the time spent shall be considered hours worked under this Agreement. In such an event, the compensation paid by the Board may be reduced by the number of hours of SRO service not provided to the schools or the hours may be made up in a manner determined by mutual agreement of the sheriff and superintendent.

#### 7.0 Training/ Briefing

7.1 The resource officer shall attend training and briefing sessions as required by the Law Enforcement Agency. Coordination of meetings between school personnel, the resource officer and commanding officers in the Law Enforcement Agency may be scheduled as required or needed for the exchange of information and coordination of efforts.

7.2 The resource officer shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other sworn law enforcement officers in the Law Enforcement Agency. To the extent possible, law enforcement training should be scheduled during the summer when students are not regularly enrolled in school. The Board, through its administration, may require training in Board Policies, regulations, procedures and other matters related to the general operation and practice of the school system that have direct implications for the SRO program.

#### 8.0 Uniforms, Equipment and Weapons

8.1 The resource officer shall be required to wear office issued uniforms, and to use office equipment and weapons.

#### 9.0 Transporting Students

9.1 The resource officer shall not transport students in his/her vehicle except when the students are victims of a crime, under arrest, or when other emergency circumstances exist.

9.2 The resource officer may transport students being 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. If the student is not under arrest, victim of crime, or violent or disruptive, then the school administration shall provide transportation for the student and the resource officer may accompany a school official in transporting a student.

9.3 If circumstances require that the resource officer transports a student of the opposite gender, then the school officials must provide a school employee of the same gender of the student transported to accompany the officer in the vehicle.

9.4 The resource officer shall not transport students in his/her personal vehicle. If the resource officer does not have a Law Enforcement Agency or Board vehicle, then a patrol unit shall be dispatched by the Law Enforcement Agency to assist the officer.

9.5 The resource officer shall, whenever possible, notify the superintendent or his designee before removing a student from campus.

#### 10.0 Interview and Arrest Procedure

10.1 The resource officer shall adhere to the procedures set forth in Chapter 7A of the General Statutes of North Carolina when dealing with juveniles.

10.2 Interviews and arrests shall be coordinated with the superintendent or his designee if conducted through the school day and should comply with local school board policy on police interrogations.

#### 11.0 Cooperative Understanding

The attached Cooperative Understanding between the Board and the Law Enforcement Agency is attached hereto and incorporated herein by reference.

#### 12.0 Evaluation

12.1 It is mutually agreed that the superintendent or his designee shall evaluate annually the Resource Officer Program and the performance of the Resource Officer on forms developed jointly by the parties.

12.2 The Board reserves the right to request contract services of the resource officer be terminated and a substitute resource officer be assigned if the superintendent-officer relationship cannot, in the opinion of the Board, be successfully negotiated and/or developed. Any new resource officer assigned to a school shall be interviewed and approved by the superintendent or his designee and the Board by recommendations of the superintendent.

12.3 The SRO will present quarterly, (August, November, February, May) to the Board a report on the SRO Program, giving information contained in the SRO Activity Log and the status of accrued over-time.

#### 13.0 Renewal

13.1 Contingent upon the availability of funds and mutual agreement of fees to be paid for services, this agreement is renewable yearly in writing by the Board and the Law Enforcement Agency.

#### 14.0 Replacement of Officer

14.1 The Board shall reserve the right to reasonably request the Law Enforcement Agency to replace the resource officer for the following reasons:

1. Fraternizing with students;
2. Neglect or non-performance of duties
3. Disorderly conduct, use of abusive or offensive language, or fighting;
4. Criminal actions;



- 5. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Board;
- 6. Inadequate punctuality or attendance; or,
- 7. Substantiated complaints from students, employees or administrators.
- 8. If the superintendent-officer relationship cannot, in the opinion of the Board, be successfully negotiated or developed.

14.2 The Board shall provide a written enumeration of the reasons for the request for replacement of the resource officer, including documentation.

14.3 The superintendent of schools shall have the authority to suspend service of the resource officer for any of the reasons stated in paragraph 14.1 pending a determination by the Board.

15.0 Termination

15.1 Both parties to this agreement reserve the right to terminate same without cause or demand upon thirty (30) days written notice. If the Law Enforcement Agency terminates the agreement for any reason before June 30, 2019, the Tyrrell County Board of Commissioners shall reimburse the Board a pro rata share of funds originally appropriated by the Board for the resource officer's salary.

16.0 Board Authority

16.1 No provision of this agreement shall be construed as limiting or waiving the Board's authority to supervise or direct of operations of the Tyrrell County School System.

Tyrrell County Board  
Board of Education

By [Signature] 6-01-2018  
Chairman Date

Tyrrell County Sheriff's Department

By [Signature] 6-13-18  
Sheriff Date

By [Signature] 6/15/18  
SRO Date

This instrument has been pre audited in the manner required by the school budget and fiscal control act.

[Signature] 6/13/18  
Finance Officer Date

**§ 14-33. Misdemeanor assaults, batteries, and affrays, simple and aggravated; punishments.**

(a) Any person who commits a simple assault or a simple assault and battery or participates in a simple affray is guilty of a Class 2 misdemeanor.

(b) Unless his conduct is covered under some other provision of law providing greater punishment, any person who commits any assault, assault and battery, or affray is guilty of a Class 1 misdemeanor if, in the course of the assault, assault and battery, or affray, he:

(1) through (3) Repealed by Session Laws 1995, c. 507, s. 19.5(b);

(4) through (7) Repealed by Session Laws 1991, c. 525, s. 1;

(8) Repealed by Session Laws 1995, c. 507, s. 19.5(b);

(9) Commits an assault and battery against a sports official when the sports official is discharging or attempting to discharge official duties at a sports event, or immediately after the sports event at which the sports official discharged official duties. A "sports official" is a person at a sports event who enforces the rules of the event, such as an umpire or referee, or a person who supervises the participants, such as a coach. A "sports event" includes any interscholastic or intramural athletic activity in a primary, middle, junior high, or high school, college, or university, any organized athletic activity sponsored by a community, business, or nonprofit organization, any athletic activity that is a professional or semiprofessional event, and any other organized athletic activity in the State.

(c) Unless the conduct is covered under some other provision of law providing greater punishment, any person who commits any assault, assault and battery, or affray is guilty of a Class A1 misdemeanor if, in the course of the assault, assault and battery, or affray, he or she:

(1) Inflicts serious injury upon another person or uses a deadly weapon;

(2) Assaults a female, he being a male person at least 18 years of age;

(3) Assaults a child under the age of 12 years;

(4) Assaults an officer or employee of the State or any political subdivision of the State, when the officer or employee is discharging or attempting to discharge his official duties;

(5) Repealed by Session Laws 1999-105, s. 1, effective December 1, 1999; or

(6) Assaults a school employee or school volunteer when the employee or volunteer is discharging or attempting to discharge his or her duties as an employee or volunteer, or assaults a school employee or school volunteer as a result of the discharge or attempt to discharge that individual's duties as a school employee or school volunteer. For purposes of this subdivision, the following definitions shall apply:

a. "Duties" means:

1. All activities on school property;

2. All activities, wherever occurring, during a school authorized event or the accompanying of students to or from that event; and

3. All activities relating to the operation of school transportation.

b. "Employee" or "volunteer" means:

1. An employee of a local board of education; or a charter school authorized under G.S. 115C-218.5, or a nonpublic school which has filed intent to operate under Part 1 or Part 2 of Article 39 of Chapter 115C of the General Statutes;

2. An independent contractor or an employee of an independent contractor of a local board of education, charter school G.S. 14-33 Page 2

authorized under G.S. 115C-218.5, or a nonpublic school which has filed intent to operate under Part 1 or Part 2 of Article 39 of Chapter 115C of the General Statutes, if the independent contractor carries out duties customarily performed by employees of the school; and

3. An adult who volunteers his or her services or presence at any school activity and is under the supervision of an individual listed in sub-sub-subdivision 1. or 2. of this sub-subdivision.

(7) Assaults a public transit operator, including a public employee or a private contractor employed as a public transit operator, when the operator is discharging or attempting to discharge his or her duties.

(8) Assaults a company police officer certified pursuant to the provisions of Chapter 74E of the General Statutes or a campus police officer certified pursuant to the provisions of Chapter 74G, Article 1 of Chapter 17C, or Chapter 116 of the General Statutes in the performance of that person's duties.

(c1) No school personnel as defined in G.S. 14-33(c)(6) who takes reasonable actions in good faith to end a fight or altercation between students shall incur any civil or criminal liability as the result of those actions.

(d) Any person who, in the course of an assault, assault and battery, or affray, inflicts serious injury upon another person, or uses a deadly weapon, in violation of subdivision (c)(1) of this section, on a person with whom the person has a personal relationship, and in the presence of a minor, is guilty of a Class A1 misdemeanor. A person convicted under this subsection, who is sentenced to a community punishment, shall be placed on supervised probation in addition to any other punishment imposed by the court.

A person committing a second or subsequent violation of this subsection shall be sentenced to an active punishment of no less than 30 days in addition to any other punishment imposed by the court.

The following definitions apply to this subsection:

(1) "Personal relationship" is as defined in G.S. 50B-1(b).

(2) "In the presence of a minor" means that the minor was in a position to see or hear the assault.

(3) "Minor" is any person under the age of 18 years who is residing with or is under the care and supervision of, and who has a personal relationship with, the person assaulted or the person committing the assault. (1870-1, c. 43, s. 2; 1873-4, c. 176, s. 6; 1879, c. 92, ss. 2, 6; Code, s. 987; Rev., s. 3620, 1911, c. 193; C.S., s. 4215; 1933, c. 189; 1949, c. 298; 1969, c. 618, s. 1; 1971, c. 765, s. 2; 1973, c. 229, s. 4; c. 1413; 1979, cc. 524, 656; 1981, c. 180; 1983, c. 175, ss. 6, 10; c. 720, s. 4; 1985, c. 321; 1991, c. 525, s. 1; 1993, c. 286, s. 1; c. 539, s. 16; 1994, Ex. Sess., c. 14, s. 3; c. 24, s. 14(c); 1993 (Reg. Sess., 1994), c. 687, s. 1; 1995, c. 352, s. 1; 1995, c. 507, s. 19.5(b); 1999-105, s. 1; 2003-409, s. 1; 2004-26, s. 1; 2004-199, s. 7; 2005-231, s. 6.2; 2012-149, s. 1; 2014-101, s. 7; 2015-62, s. 4(b).)

## § 14-72. Larceny of property; receiving stolen goods or possessing stolen goods.

(a) Larceny of goods of the value of more than one thousand dollars (\$1,000) is a Class H felony. The receiving or possessing of stolen goods of the value of more than one thousand dollars (\$1,000) while knowing or having reasonable grounds to believe that the goods are stolen is a Class H felony. Larceny as provided in subsection (b) of this section is a Class H felony. Receiving or possession of stolen goods as provided in subsection (c) of this section is a Class H felony. Except as provided in subsections (b) and (c) of this section, larceny of property, or the receiving or possession of stolen goods knowing or having reasonable grounds to believe them to be stolen, where the value of the property or goods is not more than one thousand dollars (\$1,000), is a Class 1 misdemeanor. In all cases of doubt, the jury shall, in the verdict, fix the value of the property stolen.

(b) The crime of larceny is a felony, without regard to the value of the property in question, if the larceny is any of the following:

- (1) From the person.
- (2) Committed pursuant to a violation of G.S. 14-51, 14-53, 14-54, 14-54.1, or 14-57.
- (3) Of any explosive or incendiary device or substance. As used in this section, the phrase "explosive or incendiary device or substance" shall include any explosive or incendiary grenade or bomb; any dynamite, blasting powder, nitroglycerin, TNT, or other high explosive; or any device, ingredient for such device, or type or quantity of substance primarily useful for large-scale destruction of property by explosive or incendiary action or lethal injury to persons by explosive or incendiary action. This definition shall not include fireworks; or any form, type, or quantity of gasoline, butane gas, natural gas, or any other substance having explosive or incendiary properties but serving a legitimate nondestructive or nonlethal use in the form, type, or quantity stolen.
- (4) Of any firearm. As used in this section, the term "firearm" shall include any instrument used in the propulsion of a shot, shell or bullet by the action of gunpowder or any other explosive substance within it. A "firearm," which at the time of theft is not capable of being fired, shall be included within this definition if it can be made to work. This definition shall not include air rifles or air pistols.
- (5) Of any record or paper in the custody of the North Carolina State Archives as defined by G.S. 121-2(7) and G.S. 121-2(8).
- (6) Committed after the defendant has been convicted in this State or in another jurisdiction for any offense of larceny under this section, or any offense deemed or punishable as larceny under this section, or of any substantially similar offense in any other jurisdiction, regardless of whether the prior convictions were misdemeanors, felonies, or a combination thereof, at least four times. A conviction shall not be included in the four prior convictions required under this subdivision unless the defendant was represented by counsel or waived counsel at first appearance or otherwise prior to trial or plea. If a person is convicted of more than one offense of misdemeanor larceny in a single session of district court, or in a single week of superior court or of a court in another jurisdiction, only one of the convictions may be used as a prior conviction under this subdivision; except that convictions based upon offenses which occurred in separate counties shall each count as a separate prior conviction under this subdivision.

(c) The crime of possessing stolen goods knowing or having reasonable grounds to believe them to be stolen in the circumstances described in subsection (b) is a felony or the crime of receiving stolen goods knowing or having reasonable grounds to believe them to be stolen in the circumstances described in subsection (b) is a felony, without regard to the value of the property in question.

(d) Where the larceny or receiving or possession of stolen goods as described in subsection (a) of this section involves the merchandise of any store, a merchant, a merchant's agent, a merchant's employee, or a peace officer who detains or causes the arrest of any person shall not be held civilly liable for detention, malicious prosecution, false imprisonment, or false arrest of the person detained or arrested, when such detention is upon the premises of the store or in a reasonable proximity thereto, is in a reasonable manner for

a reasonable length of time, and, if in detaining or in causing the arrest of such person, the merchant, the merchant's agent, the merchant's employee, or the peace officer had, at the time of the detention or arrest, probable cause to believe that the person committed an offense under subsection (a) of this section. If the person being detained by the merchant, the merchant's agent, or the merchant's employee, is a minor under the age of 18 years, the merchant, the merchant's agent, or the merchant's employee, shall call or notify, or make a reasonable effort to call or notify the parent or guardian of the minor, during the period of detention. A merchant, a merchant's agent, or a merchant's employee, who makes a reasonable effort to call or notify the parent or guardian of the minor shall not be held civilly liable for failing to notify the parent or guardian of the minor. (1895, c. 285; Rev., s. 3506; 1913, c. 118, s. 1; C.S., s. 4251; 1941, c. 178, s. 1; 1949, c. 145, s. 2; 1959, c. 1285; 1961, c. 39, s. 1; 1965, c. 621, s. 5; 1969, c. 522, s. 2; 1973, c. 238, ss. 1, 2; 1975, c. 163, s. 2; c. 696, s. 4; 1977, c. 978, ss. 2, 3; 1979, c. 408, s. 1; c. 760, s. 5; 1979, 2nd Sess., c. 1316, ss. 11, 47; 1981, c. 63, s. 1; c. 179, s. 14; 1991, c. 523, s. 2; 1993, c. 539, s. 34; 1994, Ex. Sess., c. 24, s. 14(c); 1995, c. 185, s. 2; 2006-259, s. 4(a); 2012-154, s. 1.)