

FORSYTH COUNTY
BOARD OF COMMISSIONERS

**BRIEFING
DRAFT**

MEETING DATE: JUNE 26, 2017

AGENDA ITEM NUMBER: 16

SUBJECT:

RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION FOR THE PROVISION OF SCHOOL RESOURCE OFFICER SERVICES (FORSYTH COUNTY SHERIFF'S OFFICE)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

The attached resolution ratifies and authorizes execution of an interlocal agreement between Forsyth County, on behalf of its Sheriff's Office, and the Winston-Salem/Forsyth County Board of Education for the provision of school resource officer services. The evening deputy service will end June 30, 2017, eliminating two deputy positions. The annual compensation to Forsyth County for the School Resource Officer Program, by the WS/FC Schools, will be \$864,487 for the period, July 1, 2017 through June 30, 2018.

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____

COUNTY MANAGER

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL
AGREEMENT BETWEEN FORSYTH COUNTY AND THE
WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
FOR THE PROVISION OF SCHOOL RESOURCE OFFICER SERVICES
(FORSYTH COUNTY SHERIFF'S OFFICE)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached Interlocal Agreement between Forsyth County, on behalf of its Sheriff's Office, and the Winston-Salem/Forsyth County Board of Education for the provision of school resource officer services, for the period July 1, 2017 through June 30, 2018, for which Forsyth County will be compensated \$864,487, is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the attached School Resource Officer Agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute amendments to this agreement, as necessary to continue the services during the term of the agreement, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that this Resolution ratifying Interlocal cooperation between Forsyth County and the Winston-Salem/Forsyth County Board of Education is hereby spread upon the minutes of the Board of Commissioners of Forsyth County.

Adopted this the 26th day of June 2017.

STATE OF NORTH CAROLINA

SCHOOL RESOURCE OFFICER AGREEMENT

COUNTY OF FORSYTH

THIS SCHOOL RESOURCE OFFICER AGREEMENT (the "Agreement") is made and effective the 1st day of July 2017, by and between the WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION (the "WS/FCS"), and the COUNTY OF FORSYTH ("COUNTY") on behalf of the FORSYTH COUNTY SHERIFF'S OFFICE ("FCSO"), as follows:

WITNESSETH:

WHEREAS, the WS/FCS and the FCSO entered into an Agreement on July 1, 2011, detailing the specific terms and conditions of the School Resource Officer (SRO) program and the services to be performed and provided by the FCSO;

WHEREAS, the July 1, 2011 agreement expires on June 30, 2017;

WHEREAS, the parties executed a revised agreement in September, 2016, amending the terms of the 2011 agreement, with the same expiration of June 30, 2016;

WHEREAS, the WS/FCS and the FCSO wish to renew the Agreement for the FCSO to provide the same services in the same schools as set forth in the 2014 agreement;

WHEREAS, the WS/FCS and the COUNTY desire to set forth in this Agreement the specific terms and conditions of the SRO program and the services to be performed and provided by the FCSO;

WHEREAS, Deputy Sheriffs serving in the SRO program serve as on site law enforcement officers and as a liaison between the WS/FCS and FCSO. An SRO typically works with teachers and school administrators to promote school safety and to help ensure physical safety.

WHEREAS, the parties agree the applicable FCSO Standard Operating Procedures, and any subsequent amendments thereto, shall be and are incorporated herein by reference as if fully set forth; and

WHEREAS, the parties agree that all prior SRO Agreements, contracts, memoranda and the like are hereby terminated, superseded by, and replaced with this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- I. **Initial Term.** This Agreement shall have an initial term of one (1) fiscal year, commencing effective the 1st day of July 2017, and concluding effective the 30th day of June, 2018.
- II. **Location of SRO Services.** During the term of this Agreement the COUNTY and FCSO agree to provide no fewer than one (1) full-time SRO at the following schools:
 - A. Clemmons Middle School;
 - B. Flat Rock Middle School;

- C. Reagan High School;
- D. Walkertown Middle School;
- E. West Forsyth High School; and
- F. Walkertown High School

III. Compensation. The WS/FCS agrees to compensate the COUNTY in accordance with the terms outlined below.

A. For and in consideration of the services performed hereunder by the COUNTY and the FCSO, the WS/FCS agrees to pay, annually and in accordance with the payment schedule set forth in Attachment A for the fiscal year ending June 30, 2017.

B. The COUNTY and the FCSO AGREES:

- i. To provide one (1) Sergeant, and one (1) Corporal for supervision as well as seven (7) Deputy Sheriffs (which, includes six permanently assigned deputies, and one roving deputy), fully equipped and fully trained law enforcement officers for duty in THE WS/FCS.
- ii. The parties agree that on or prior to March 31st, THE FCSO will provide THE WS/FCS with an estimate of the costs which will be due and payable from THE WS/FCS to THE COUNTY for the provision of services under this Agreement for each subsequent fiscal year of the Agreement.

C. For each fiscal year of the term of this Agreement, the COUNTY shall invoice the WS/FCS quarterly for an amount equal to one-fourth (1/4) of the total cost set forth in Subsection IV above. The WS/FCS agrees to pay each invoice in full within thirty (30) days of receipt. The quarterly scheduled shall be as follows:

- a. First Quarter: July 1 through September 30
- b. Second Quarter: October 1 through December 31
- c. Third Quarter: January 1 through March 31
- d. Fourth Quarter: April 1 through June 30

IV. Proposed Location Addition or Compensation Increase After Initial Term. In the event either party proposes an increase in the compensation, cost of the Evening Deputy Program, or number of schools to be served as set forth herein, such party shall notify the other party in writing of the proposed changes in this Agreement by no later than February 1 of the calendar year in which the change would be effective; provided, however, that said change shall not be effective unless an Amendment to this Agreement is executed by all parties hereto. If the parties cannot mutually agree on the cost of the Evening Deputy Program for the upcoming fiscal year, then the Evening Deputy Program will terminate on June 30th of the then current fiscal year. All other terms and conditions of this Agreement relating to the SRO Program shall remain in effect, provided the parties have agreed on the cost of the SRO program for the upcoming fiscal year.

V. COUNTY and FCSO Certifications.

A. The WS/FCS and the COUNTY shall be the parties to this Agreement. The COUNTY and FCSO agree that the FCSO shall be the appointee to fulfill all material terms of this Agreement with regard to the duties, responsibilities, training, supervision, and management of the SROs contained herein. The COUNTY and FCSO agree that failure of the FCSO to fulfill the obligations of this Agreement shall be considered a material breach by the COUNTY, and may be cause for termination of this Agreement by the WS/FCS, pursuant to subsection XXIII below.

B. The WS/FCS agrees that the individual schools identified in Section II above shall be the appointees to fulfill all materials terms of this Agreement with regard to the duties and responsibilities contained herein. The WS/FCS agrees that failure of one of the aforementioned schools to fulfill the obligations of this Agreement shall be considered a material breach by the WS/FCS and may be cause for termination of this Agreement by the COUNTY, pursuant to subsection XXIII below.

C. The COUNTY and FCSO acknowledge they were fully informed as to the extent and character of the personnel, supplies, materials, equipment, and services requested by the WS/FCS.

D. As the WS/FCS is exempt, the COUNTY and FCSO agree the WS/FCS will not be charged federal, state or municipal sales and excise taxes.

VI. Duties and Responsibilities of SROs. The WS/FCS, COUNTY and the FCSO agree that the SROs assigned by the FCSO pursuant to this Agreement will have the duties and responsibilities listed below.

A. To provide security and law enforcement for the school to which the SRO is assigned during the entire school day as set by the WS/FCS and on each day school is in session for students;

B. To enforce state and local criminal laws and ordinances, and to assist school officials with the enforcement of those Board policies and administrative regulations regarding student conduct that are also crimes;

- C. To investigate criminal activity committed on school property, so long as such criminal activity is reported to the SRO during his/her work schedule, and to provide information to Principals and designated WS/FCS representatives and employees regarding off-campus crime which may be directly relevant to the operation of the school to which the SRO is assigned or the WS/FCS so long as the SRO has personal knowledge of those crimes and the providing of such information will not compromise a criminal investigation;
- D. To act swiftly and cooperatively with school personnel to respond to school disruptions and criminal offenses occurring at school and on school property;
- E. To counsel students in special situations when requested by the Principal or the Principal's designee or by the parents of a student and when the SRO agrees that such counseling is appropriate; however, the WS/FCS agrees the **FCSO** shall take appropriate law enforcement action in any given situation;
- F. If the parties agree upon request of the WS/FCS, the **FCSO** may choose to provide hand held metal detector screening, using WS/FCS supplied and maintained equipment at extra-curricular and/or extra-class activities designated by the WS/FCS. Screening may only be utilized if there is an acceptable, uniform, written procedure to ensure the safety of all participants, attendees, and all assigned **FCSO** personnel. The WS/FCS shall hold harmless and indemnify the **COUNTY** and **FCSO** from any claim, damage, or action, including but not limited to the payment of any attorney's fees, arising from the hand held metal detector/scanner screening;
- G. To answer questions from students and others about North Carolina criminal or juvenile laws, and to participate in educational programs and activities designed to increase student knowledge of and respect for the law and the function of law enforcement agencies;
- H. To be present in the area in which the buses unload in the morning and load in the afternoon. SROs are not responsible for acting as crossing guards at any school and SROs will not perform the duties of school crossing guards at any school. Notwithstanding the foregoing, any SRO who observes a situation involving pedestrian and/or vehicle traffic at his/her assigned school in which it appears to the SRO that the safety of any person is put at risk will take appropriate action to resolve that situation;
- I. To provide security and law enforcement at school sponsored extra-curricular and/or extra-class activities occurring at their assigned school after the student instructional day, so long as at least 24-hour notice of the activity is provided to the SRO and provided that there is time remaining in the SRO's weekly work schedule as described in Section X.A., below. Such activities include, but are not limited to, Parent Teacher Association ("PTA") meetings, athletic events, drama performances and student band, chorus and/or orchestra concerts. The parties agree that if an SRO's performance of services at any such event causes the SRO to work in excess of his/her allotted schedule as set out in Section X.A., then the WS/FCS will compensate the SRO for the hours worked in excess according to Section XXIV below.

VII. Employment, Supervision and Assignment of SROs.

- A. The **FCSO** shall employ and assign not fewer than one (1) fully trained and equipped SRO for each school listed in Subsection II above.
- B. At no additional cost to the **WS/FCS**, the **FCSO** further shall designate not fewer than two (2) supervisors to manage, supervise and evaluate the performance of the assigned SROs during the term of this Agreement. The **FCSO** shall provide for the training of assigned SROs and designated supervisors.
- C. The SROs and supervisor(s) shall be employees of the **FCSO** and shall be subject to the administration, supervision, policies, practices and control of the **COUNTY** and **FCSO**.
- D. The **COUNTY** and **FCSO** shall be responsible to pay assigned SROs and supervisor(s) a salary and to provide any and all employment benefits in accordance with the applicable salary schedules and employment practices of the **COUNTY** and **FCSO**.
- E. The **COUNTY** shall provide Worker's Compensation for SROs and supervisors when assigned and on duty at extra-curricular and/or extra-class activities occurring within the **WS/FCS**.
- F. The **FCSO**, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs and supervisors, but agrees supervisor(s) of assigned SROs and designated supervisor(s) may consult with and ask for a non-binding recommendation from the Principal and **WS/FCS** representative in regard to the hiring, evaluation, discipline and termination of assigned SROs and supervisor(s).
- G. The **COUNTY** and **FCSO** shall maintain the confidentiality of the personnel records of assigned SROs and designated supervisor(s) as required by applicable North Carolina law.
- H. In the event a SRO is absent from his/her assigned school for any reason for more than two (2) consecutive hours, the **FCSO** shall assign, as staffing allows, a substitute officer to provide SRO services at a school until the assigned officer returns.

VIII. Program Funding, Costs and Method of Reimbursement.

- A. The **COUNTY** and **FCSO** agree to designate, expend and utilize the funds paid by the **WS/FCS** pursuant to this Agreement to employ, train, evaluate and supervise and to provide employee benefits, uniforms, equipment and other operating and administrative expenses to and for one (1) SRO for each school agreed upon herein.
- B. The **COUNTY** and **FCSO** agrees to provide assigned SROs the employment benefits provided to other similarly situated and ranked employees within the **FCSO**, and agree to provide, at their sole expense, Police Professional Liability insurance to appropriately insure the **COUNTY**, **FCSO**, assigned SROs and the **WS/FCS**.
- C. The **COUNTY** and **FCSO** agree to provide each SRO and supervisor with a fully equipped law enforcement vehicle.

- D. FCSO agrees to staff the SRO program for a period of twelve (12) calendar months during this Agreement and, during the school year, the SROs shall work the same calendar schedule as teachers.
- E. The FCSO agrees to assign a SRO to schools, as listed in Section II, of this Agreement, hosting summer school sessions or programs such as that the SRO shall perform his/her duties during the summer school session or program.
- F. Failure to comply with all payment terms and requirements as stated herein may be cause for termination pursuant to Subsection XXIII below.

IX. Operating Procedures.

A. Duty Hours.

- 1. An SRO may be employed up to 171 hours during a 28 calendar day period.
- 2. SROs shall be on duty at an assigned school(s) from thirty (30) minutes before the beginning of the student instructional day until thirty (30) minutes after the end of the student instructional day. This totals approximately thirty-eight (38) hours and forty-five (45) minutes per week. The remaining four (4) hours of the work week shall be assigned to provide after school and/or evening security at school events and/or to pursue criminal investigations of school-related crimes on or off campus.
- 3. Time spent by SROs attending court for juvenile and/or criminal cases arising out of their employment as an SRO, traveling to or from the Forsyth County Detention Center, Juvenile Detention Facility and/or similar facility for the purpose of processing students or persons arrested or detained due to conduct on or off school property, but relating to the WS/FCS, shall be considered hours worked pursuant to this Agreement, and the FCSO agrees, as staffing allows, to provide a replacement officer to perform SRO functions at the school to which the transporting officer is assigned.

B. Basic Qualifications of SROs. SROs assigned to schools within the WS/FCS pursuant to this Agreement shall, in addition to meeting all basic law enforcement officer qualifications, meet all of the following qualifications:

- 1. Be a sworn law enforcement officer and should have two (2) calendar years of law enforcement experience;
- 2. Possess a sufficient knowledge of the applicable federal and state laws, city, town and county ordinances, and Board policies and regulations;
- 3. Possess even temperament and set a good example for students;
- 4. Possess communications skills which would enable the officer to function effectively within the school environment; and

5. Have the training and authority to carry all issued weapons.

C. Chain of Command.

1. Assigned SROs shall follow the chain of command as set forth by **FCSO** policies and procedures.
2. Assigned SROs shall keep the Principal informed of all crimes or reported crimes occurring on school property or at school activities occurring off campus involving students assigned by the WS/FCS to the school in which the SRO is assigned (so long as the SRO has personal knowledge of such crimes or reported crimes and so long as the providing of such information to a Principal will not compromise a criminal investigation).
3. If possible depending upon the situation, the SRO shall telephone notify the Principal or the Principal's designee prior to arresting or otherwise removing a student or staff member from school property (see section XI). If not possible prior to arrest or removal, the SRO shall notify the Principal or the Principal's designee of such arrest or removal as soon as possible after the arrest or removal and, without exception, on the same day of such arrest or removal. All questions from parents or from the media regarding the arrest or removal of students from school property will be forwarded to the SRO Supervisor who shall answer such questions to the extent allowed by applicable law.
4. The SRO shall notify the parent(s) of any student arrested or removed from school due to the commission of a crime so long as contact information for the parent(s) is provided by the WS/FCS or is readily accessible to the SRO through a law enforcement database.
5. The SRO shall notify the Principal or the Principal's designee of any reported crimes which occur off campus but may have a direct impact on the normal operation of the school day (so long as the SRO has personal knowledge of those crimes and so long as the providing of such information to a Principal or Principal's designee will not compromise a criminal investigation).

D. Training/Briefing.

1. Assigned SROs shall be required to attend training and briefing sessions as scheduled by the **FCSO** or the WS/FCS. Briefing sessions will be conducted to provide for the exchange of information between the **FCSO**, SROs and, where appropriate, the WS/FCS.
2. The WS/FCS General Counsel, Assistant Superintendent for Operations, Gang Awareness Specialist and/or Safety Manager or their designees shall have the right to attend the briefing sessions and to participate in the briefing of the officers to the extent deemed appropriate by the **FCSO**.

3. Training sessions will be conducted by the **FCSO** to provide SROs with appropriate in-service training.
4. The WS/FCS agrees to provide and will provide training for SROs on applicable and relevant Board of Education policies, regulations and procedures.
5. To the extent practicable, the **FCSO** agrees to schedule and provide necessary training for SROs on dates in which school is not in session for students. In the event a training session for an assigned SRO is required during the normal school day for students, the **FCSO** shall place a substitute officer at the school served by the assigned SRO.
6. The **FCSO** agrees to provide or to require all officers assigned as SROs within the WS/FCS to complete training on dealing with special populations as offered during Basic Law Enforcement Training and/or training on law enforcement and autism sponsored by the North Carolina Department of Public Instruction, unless providing such training would require the **FCSO** to incur overtime pay for such officers.

E. Supplies and Equipment.

1. Uniform and Equipment. The **FCSO** shall provide each assigned SRO and Supervisor with the uniforms and all standard issued equipment. The **FCSO** shall have sole authority to update such list of uniforms and equipment and shall provide revised lists to the WS/FCS, with any such updated lists incorporated by reference herein as if fully set forth.
2. Office Supplies. The **FCSO** agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties. To the extent possible, each school will set aside an area for use as the SRO's office.
3. Training Materials. The **FCSO** agrees to provide and shall provide each SRO with the usual and customary training materials for law enforcement officers.

- F. Transporting Students. SROs are to transport students in law enforcement vehicles only when such transportation is necessary to carry out a law enforcement function incident to arrest or detention. SROs shall notify an administrator or school official if a student needs transportation home. When students are suspended and/or sent home from school pursuant to school disciplinary actions and if the student's parent or guardian is unable or has refused to pick-up the student within a reasonable time period, the SRO may transport a student pursuant to the agency's internal policy or by agreement of the SRO, school official and the student's parent or guardian. SROs shall not transport students in personal vehicles under any circumstances.

G. Investigation, Interrogation, Search and Arrest Procedures.

1. The **FCSO** agrees to comply with applicable federal and state laws, rules, regulations and court decisions, as well as standard law enforcement practices with respect to the investigation of crimes and the interrogation, search and arrest of students and employees.

2. The **FCSO** agrees that SROs shall not become involved in non-criminal school-related investigations or searches unless requested by the school Principal or administrative staff to provide for the security or safety of all persons involved in the search. The SRO shall not participate in the search. If a search uncovers evidence of criminal misconduct, the evidence shall be turned over to the SRO. For all non-criminal, school-related matters in which the assistance of the school SRO is requested, the SRO shall utilize best practices and judgment in providing services to the school.
 3. The WS/FCS agrees to comply with applicable federal and state laws, rules, regulations and court decisions, as well as standard public school practices, with respect to the investigation of crimes and the interrogation, search and arrest of students and employees.
- H. Bomb Threats. WS/FCS representatives and employees, the **FCSO**, the assigned SRO and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat. In all cases, such incidents shall be reported by the Principal or his designee to the appropriate Assistant Superintendent and to the assigned SRO.
- I. Controlled Substances.
1. The Principals or his designee shall notify the SRO in all cases involving the possession, use, sale or distribution of alcohol or controlled substances on school property or at school activities and shall turn over all alcohol, controlled substances or suspected controlled substances confiscated on school property or at a school activity to the SRO for identification and eventual disposition. The decision to file a juvenile petition or seek a criminal warrant is in the discretion of the SRO and the **FCSO**.
 2. Use of Drug Sniffing Dog. If the agency has a dedicated canine for use at schools, then the **FCSO** agrees, at no additional cost to the WS/FCS, to provide the use and services of a drug sniffing dog, trained to locate controlled substances, as follows: a minimum of one (1) visit per month to the WS/FCS high schools, and a minimum of two (2) visits per academic quarter to each WS/FCS middle school, served pursuant to this Agreement. If the **FCSO** does not have a dedicated canine for use at schools, then the **FCSO** agrees to provide the use and services of a drug sniffing dog to each of the WS/FCS high schools and middle schools served pursuant to this Agreement as staffing and ability allows, but no less than one (1) visit per school each quarter.
- J. Riots and Civil Disorders.
1. In the event a riot or civil disorder occurs on a school campus, to the extent practicable, the Principal and the SRO shall discuss and agree upon a response to the situation.
 2. The appropriate WS/FCS and **FCSO** representative shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored and shall jointly respond to inquiries.

3. If deemed necessary by WS/FCS and/or **FCSO** officials, the media and the public may be restricted to an area off campus or on campus away from the disturbance until order is restored.
4. If practicable, the SRO shall consult with the Principal or his designee regarding the need or decision to arrest and/or remove students and other persons from the campus. However, the SRO shall arrest and remove any person from campus without prior notice as the SRO deems necessary and appropriate in accordance with applicable law and **FCSO** policies and procedures.
5. The **FCSO** and the WS/FCS agree to comply with applicable law regarding the public release of names of students arrested and removed from campus.

X. Reporting of Crimes and FCSO Investigations.

- A. The parties acknowledge and agree that N.C.G.S. §115C-288(g) requires school principals to immediately report to law enforcement when they have personal knowledge or actual notice from school personnel of certain acts which occur on school property (which includes any public school building, bus, public school campus, grounds, recreational area, or athletic field, in the charge of the principal). Those acts are as follows:
 1. Assault resulting in serious personal injury;
 2. Sexual assault;
 3. Sexual offense;
 4. Rape;
 5. Kidnapping;
 6. Indecent liberties with a minor;
 7. Assault involving the use of a weapon;
 8. Possession of a firearm in violation of the law;
 9. Possession of a weapon in violation of the law; or
 10. Possession of a controlled substance in violation of the law.

In the event that the statutory reporting requirements in N.C.G.S. §115C-288(g) are amended or modified in any way, or that additional reporting requirements are established by the State Board of Education or similar agency, the parties agree that they will comply with those amended, modified or additional requirements.

- B. The WS/FCS and **FCSO** acknowledge that the principal or school administration must immediately report such criminal acts, as required by State law, to the SRO, the SRO Supervisor, or the **FCSO** Communications Center (911).
- C. The WS/FCS and **FCSO** agree that if an act covered under the provisions of this section of the Agreement and/or the reporting requirements of N.C.G.S. §115C-288(g) occurs at an elementary school (or a school which does not have an assigned SRO), that the SRO Supervisor or **FCSO** Communications Center (911) shall be contacted/notified immediately as required by State law.

- D. The **FCSO** agrees to provide to the Assistant Superintendent for Operations monthly reports of arrests of students for crimes committed on school property, investigations of matters occurring on school property, and, if applicable, results of the visits by drug detecting/sniffing dogs on school property.

XI. Access to Education Records.

- A. The WS/FCS agrees to allow an SRO assigned to a school to inspect and copy any public records maintained by the school, including student directory information immediately upon request by the SRO.
- B. Assigned SROs and other **FCSO** officers may not inspect and/or copy confidential student education records, as defined in FERPA(Family Educational Rights and Privacy act of 1974)(20 U.S.C. §1232g); 34 CFT Part 99, except in situations where immediate disclosure is necessary to protect the health and safety of students or other individuals. The term “education records” is defined as those records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution, or by a party acting for the agency or institution. See 34 CFR § 99.3 for the definition of “education records” and a list of records that are not included in the definition.

School Resource Officers are employees of the Sheriff of Forsyth County and are not considered to be “School Officials” within the meaning of FERPA. The general consent requirement has been in issue in the past regarding FCSO access to surveillance camera recordings. It being the position of WS/FCS such recordings may be considered protected records and require either a subpoena or court order before being released. Subpoenas and court orders are exceptions to the consent requirement. In that regard, other exceptions also exist to FERPA’s general consent requirement might apply to disclosing students’ personally identifiable information from their education records in a disaster. In some situations, the disclosure of “directory information” on students might suffice. Directory information means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. 34 CFR § 99.3 definition of “Directory information.” “Directory information” includes items such as the student’s name, address, telephone listing, and e-mail address. At the elementary/secondary school level, the parents’ names may also be considered “directory information.” FERPA has certain requirements that schools must follow in designating “directory information” (see 34 CFR § 99.37) and may not disclose “directory information” on those students whose parents have opted out (or when the eligible student has opted out). In a situation in which a flood or some other disaster has displaced families from their homes and children are brought to a shelter, the school may disclose “directory information” to an emergency management agency that is trying to locate the parents.

In some situations, a school may determine that it is necessary to disclose non-directory information to appropriate parties in order to address a disaster or other health or safety emergency. FERPA permits school officials to disclose, without consent, education records, or personally identifiable information from education records, to appropriate parties in connection with an emergency, if knowledge of that information is necessary to protect the health or safety of the student or other

individuals. See 34 CFR §§ 99.31(a)(10) and 99.36. This exception to FERPA's general consent requirement is temporally limited to the period of the emergency and generally does not allow for a blanket release of personally identifiable information from the student's education records.

Under this health or safety emergency provision, an educational agency or institution is responsible for making a determination whether to make a disclosure of personally identifiable information on a case-by-case basis, taking into account the totality of the circumstances pertaining to a threat to the health or safety of the student or others. If the school district or school determines that there is an articulable and significant threat to the health or safety of the student or other individuals and that a party needs personally identifiable information from education records to protect the health or safety of the student or other individuals, it may disclose that information to such appropriate party without consent. 34 CFR § 99.36. This is a flexible standard under which the Department defers to school administrators so that they may bring appropriate resources to bear on the situation, provided that there is a rational basis for the educational agency's or institution's decisions about the nature of the emergency and the appropriate parties to whom information should be disclosed. We note also that, within a reasonable period of time after a disclosure is made under this exception, an educational agency or institution must record in the student's education records the articulable and significant threat that formed the basis for the disclosure and the parties to whom information was disclosed. 34 CFR § 99.32(a)(5).

- C. In the event the disclosure of confidential student education records is required in an emergency to protect the health or safety of the student or other individuals, WS/FCS representatives shall disclose to the SRO or **FCSO** officer only such information necessary for the SRO to respond to the emergency situation.
- D. In the event the **FCSO** seeks confidential student records and no emergency situation exists, the WS/FCS shall release the requested confidential student record in accordance with the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations.
- E. Assigned SROs and WS/FCS officials may share a student's confidential education records and juvenile records in accordance with N.C.G.S. § 7B-3001 and the N.C.G.S. § 7B-3100 Order entered by the former Chief District Court Judge of Forsyth County on or about January 5, 2001.

XII. Surveillance Cameras and Video Recordings.

- A. The WS/FCS, by and through the Principals and Assistant Principals and **FCSO** shall jointly operate and monitor school surveillance cameras to anticipate, prevent, or monitor possible violations of applicable law and school board policies. WS/FCS shall provide the **FCSO** with a Username and Password to be able to access the schools' surveillance camera systems for use only in emergency situations.
- B. The WS/FCS shall own, place and maintain surveillance cameras placed in or upon WS/FCS property.

- C. The WS/FCS shall provide notice to employees, parents and students that video surveillance may occur on WS/FCS property.
- D. Any recording made by a surveillance camera shall be considered a public record as defined by applicable North Carolina law, subject to the following limitations:
 - 1. If not copied to DVD or other medium for use in conjunction with a school disciplinary proceeding or a criminal investigation, surveillance videos will be maintained within the surveillance camera/computer system for the length of time required or allowed by law.
 - 2. In the event a surveillance video recording is used or intended for use as evidence in a student disciplinary proceeding, the video recording may be considered a confidential student record in accordance with FERPA and its implementing regulations, and/or N.C.G.S. § 115C-402.
 - 3. In the event a surveillance video recording is used or intended for use as evidence in a WS/FCS personnel matter or proceeding, the video recording may be considered a confidential personnel record in accordance with N.C.G.S. § 115C-319, *et seq.*
 - 4. The WS/FCS agrees to provide the **FCSO** with access to school surveillance videos for the purpose of investigating or prosecuting criminal misconduct and for the purposes of copying such videos pursuant to such investigations and prosecution. Surveillance camera recordings pertaining to FCSO criminal investigations shall be promptly provided to the FCSO upon request, without having to seek an administrative subpoena from the Office of the District Attorney. Further, these surveillance camera recordings of criminal conduct are not protected by FERPA regulations.

XIII. Annual Sex Offender Registry Check. In accordance with N.C.G.S. § 115C-332.1, the **FCSO** shall annually (no later than June 1 of each calendar year) ensure all **FCSO** employees and/or personnel contracted by **FCSO** who are in direct interaction or contact with WS/FCS students, including SROs, are not listed on the North Carolina and National sex offender registries. Any person listed on such registries shall not be allowed to provide services in the WS/FCS under any circumstances.

XIV. Insurance and Indemnification.

- A. The **COUNTY** and **FCSO** agree to purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy with coverage in an amount of not less than One Million and No/100 Dollars (\$1,000,000.00) for any acts or omissions that occur or claims that are made during the term of this Agreement.
- B. The **FCSO** agrees to hold the WS/FCS, and its board members, employees, representatives and/or agents, free, harmless and fully indemnified from and against any

and all claims, suits or causes of actions arising solely from or in any way out of the performance of the duties of the SRO officers.

- C. The WS/FCS agrees to purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy with coverage in an amount of not less than One Million and No/100 Dollars (\$1,000,000.00) for any acts or omissions that occur or claims that are made during the term of the agreement.
 - D. The WS/FCS agrees to hold the **COUNTY** and the **FCSO**, its elected officials, officers, employees, representatives and/or agents, free, harmless and fully indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of WS/FCS employees pursuant to this Agreement.
 - E. The **COUNTY** and the **FCSO** shall hold the WS/FCS, and its school board members, employees, representatives and/or agents, free, harmless and fully 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 assigned SROs and/or supervisor(s) against the WS/FCS in connection with or arising out of an SRO's or supervisor's performance as an officer in the SRO program.
 - F. In addition to the indemnification provision of Section VII.F of this Agreement, the WS/FCS agrees to hold the **COUNTY** and the **FCSO**, its elected officials, officers, employees, representatives and/or agents, free, harmless and fully indemnified from and against any and all claims, suits or causes of actions brought by an SRO against the **COUNTY** arising out of the intentional misconduct or negligent act of an employee of the WS/FCS during an SRO's participation in off-duty employment with the WS/FCS.
- XV. Evaluation.** The WS/FCS shall annually evaluate the **FCSO** SRO program and the performance of the SROs assigned by the **FCSO**. The WS/FCS evaluation of the **FCSO** SRO program and each **FCSO** SRO is merely advisory, and the **COUNTY** and the **FCSO** retain the final authority to evaluate the performance of assigned SROs.
- XVI. Auditing.** The **COUNTY** and the **FCSO** agree to provide access to public records maintained by the **COUNTY** and/or the **FCSO** relevant to the **FCSO** SRO program and services provided pursuant to this Agreement.
- XVII. Independent Contractors.** The WS/FCS and the **COUNTY** and the **FCSO** are independent of one another and shall have no other relationship. Neither party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.
- XVIII. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of North Carolina, with appropriate venue in Forsyth County.

XIX. Notices. Any and all notices required to be sent pursuant to this Agreement shall be addressed to the parties set forth below as follows:

To the WS/FCS: Mr. Darrell Walker
Assistant Superintendent for Operations
Post Office Box 2513
Winston-Salem, North Carolina 27102
Facsimile: 336-727-2008

With Copy to: Ms. Dionne T. Jenkins
General Counsel for the Board of Education
Post Office Box 2513
Winston-Salem, North Carolina 27102
Facsimile: 336-727-8528

To the FCSO: Mr. William T. Schatzman
Forsyth County Sheriff
301 North Church Street
Winston-Salem, North Carolina 27101
Facsimile: 336-748-3056

With Copy to: Mr. Lonnie Albright
Assistant County Attorney
201 North Chestnut Street
Winston-Salem, North Carolina 27101
Facsimile: 336-727-8241

XX. Disputes Under the Agreement. The WS/FCS, COUNTY and FCSO agree that any disputes that may arise under this Agreement shall immediately be brought to the attention of the persons identified in Subsection XX above and all efforts to resolve disputes and notices of breach shall be authorized only by said persons.

XXI. Remedies for Breach. The parties hereto stipulate that traditional contract remedies at law are inadequate or otherwise unavailable. The parties further stipulate that the appropriate remedy for breach of contract in this Agreement would be limited to the equitable remedy of specific performance as it is likely that any action for breach would likely concern confidential information.

XXII. Amendments. Any and all amendments or modifications to this Agreement shall be valid only by written addendum agreed upon by mutual agreement of the parties and executed in the same form as this original.

XXIII. Termination.

A. If any party to this Agreement believes the rights granted to that party, pursuant to this Agreement, have been materially restricted or limited during the term, then that party shall bring the dispute to the attention of the persons identified in Subsection XX above. The WS/FCS and COUNTY shall attempt to negotiate and resolve all disputes in good

faith for an appropriate adjustment for the remainder of the current term to the satisfaction of the parties. If the dispute is not resolved within ten (10) days to the complete satisfaction of the complaining party, then that party has the right to issue a written notice of termination, to be effective no earlier than thirty (30) days after receipt of the notice by the other party.

- B. If this Agreement is terminated at any point by either party such that any compensation for services is owed to the COUNTY by WS/FCS, the parties agree that the COUNTY will invoice the WS/FCS for such services on a pro-rated basis to the date of termination, and that WS/FCS will make payment of the invoice amount no later than thirty (30) days after receipt of the invoice.

XXIV. WS/FCS Request for Extra-Duty Personnel. The WS/FCS may request off-duty FCSO personnel to provide security at extra-curricular events. The parties will confer regarding the number of officers required, and the number of work hours required, for particular events; provided, however, that if the parties cannot agree on these issues, the WS/FCS will obtain security elsewhere. WS/FCS may request off-duty personnel through the FCSO supervisor for the SRO program. However, all other aspects of the provision of these services by FCSO personnel will be according to the FCSO established procedure for extra-duty work, including payment by WS/FCS of the established hourly rates as shown in the table below:

July 1, 2017 through June 30, 2018

| Position | Hourly Rate |
|------------|-------------|
| Officer | \$30.00 |
| Supervisor | \$35.00 |

Generally, one (1) supervisor shall be required for every five (5) officers. In the event either party proposes an increase in the hourly rate for off-duty FCSO personnel, such party shall notify the other party in writing of the proposed change in this Agreement by no later than February 1st of the calendar year in which the change would be effective; provided, however, said change shall not be effective unless an Amendment to this Agreement is executed by all parties hereto.

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

WINSTON-SALEM/FORSYTH COUNTY
BOARD OF EDUCATION

COUNTY OF FORSYTH

By: _____
Dana Caudill Jones, Chair

By: _____
J. Dudley Watts, Jr., County Manager

Attest: _____
Beverly Emory, Superintendent

FORSYTH COUNTY SHERIFF'S OFFICE

By: _____
William T. Schatzman, Sheriff

ATTACHMENT A

SCHOOL RESOURCE OFFICER PROGRAM
WINSTON-SALEM/FORSYTH COUNTY SCHOOLS
COSTS TO BE BILLED QUARTERLY DURING FY 2018
JULY 1, 2017 - JUNE 30, 2018

| | | COSTS BY PROGRAM | |
|--|-------------------------|-----------------------------|------------------|
| DIRECT COSTS | Complete SRO Program | Evening Deputy Ends 6/30/17 | School Based SRO |
| Salary & Fringe (1 Sgt, 1 Cpl, 7 Deputies) | \$ 739,521 ¹ | \$ - | \$ 739,521 |
| Insurance Premiums | \$ 4,000 ² | \$ - | \$ 4,000 |
| Claims | \$ 30,000 ³ | \$ - | \$ 30,000 |
| Training & Conference | \$ 6,377 | \$ - | \$ 6,377 |
| Uniforms, Services & Equipment | \$ 46,401 | \$ - | \$ 46,401 |
| Memberships & Dues | \$ 125 | \$ - | \$ 125 |
| Total Direct Costs | \$ 826,424 | \$ - | \$ 826,424 |
| Fleet Costs | Complete SRO Program | Evening Deputy Ends 6/30/17 | School Based SRO |
| Fleet Operating - 9 vehicles \$.361/mile * 105,439 | \$ 38,063 | \$ - | \$ 38,063 |
| Total Fleet Costs | \$ 38,063 | \$ - | \$ 38,063 |
| Operating Program Costs (Direct + Fleet) | \$ 864,487 | \$ - | \$ 864,487 |
| Capital Recovery | Complete SRO Program | Evening Deputy Ends 6/30/17 | School Based SRO |
| Fleet Capital Recovery - 2 vehicles for Evening Program ends 6/30/17 | \$ - | \$ - | \$ - |
| Total Capital Recovery | \$ - | \$ - | \$ - |
| TOTAL ALL COSTS (DIRECT+FLEET+CAP RECOV) | Complete SRO Program | Evening Deputy Ends 6/30/17 | School Based SRO |
| Annual Cost of Program | \$ 864,487 | \$ - | \$ 864,487 |
| 4 Quarterly Payments | \$ 216,122 | \$ - | \$ 216,122 |

¹ Represents (7) Deputy Sheriff Positions, (1) Corporal position and (1) Sergeant position

² Insurance Premiums provided by County Risk Management

³ Claims provided by County Risk Management

Revised: 5/17/2017