

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: JUNE 18, 2020

AGENDA ITEM NUMBER: 6

**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 DEPUTY SERVICES (FORSYTH COUNTY SHERIFF'S OFFICE)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

**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 School Resource Officer (SRO) deputy services.

Under the three-year plan that began last year, the City of Winston-Salem is phasing out of providing SRO services and the Sheriff's Office will assume responsibility of school security. For Phase 2, the number of schools the Sheriff's Office will be responsible for increases from ten (10) to twelve (12) on July 1, 2020 and to seventeen (17) on December 22, 2020. The current number of positions is eighteen (18), and will increase to twenty (20) on July 1, 2020 and to twenty-seven (27) on December 22, 2020.

The fiscal year 2020-2021 contract revenue from the WS/FC Schools, is \$2,141,637 (fixed), an increase of \$567,517 over the fiscal year 2019-2020 budget.

Under the proposed contract, the Winston-Salem/Forsyth County Schools will cover 100% of the estimated direct costs for positions, following the same methodology used in past years. Expenditures covered include 100% of:

- Salaries and benefits, including anticipated pay-for-performance increases, and;
- Direct operating expenses, including vehicle operating expenses, body worn cameras, uniforms, standard issued equipment, training, conferences, mobile phones and service, insurance premiums and claims, office supplies, memberships and dues, as well as any other operating supplies or costs.
- SROs will use older vehicles that have been withdrawn from frontline service, and overhead will not be charged.

The Winston-Salem/Forsyth County Board of Education is projected to consider this item on June 23, 2020.

ATTACHMENTS:       YES       NO

SIGNATURE: *J. Dudley Watts, Jr. /AMS*

DATE: June 16, 2020

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 DEPUTY SERVICES  
(FORSYTH COUNTY SHERIFF'S OFFICE)**

**WHEREAS** the Winston-Salem/Forsyth County Schools (WS/FCS) and Forsyth County entered into an Agreement on July 1, 2019, for the Sheriff's Office to provide School Resource Officers (SROs) to certain WS/FCS schools;

**WHEREAS** the current contract expires on June 30, 2020; and

**WHEREAS** the WS/FCS and the Sheriff's Office wish to expand the number of schools served by the Sheriff's Office from 10 to 17 and the number of deputies from 18 to 27;

**NOW, THEREFORE, 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 which Forsyth County will be compensated \$2,141,637, 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 Interlocal 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; and

**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 Forsyth County Board of Commissioners.

Adopted this the 18<sup>th</sup> day of June 2020.

**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 2020, 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 County entered into an Agreement on July 1, 2019, detailing the specific terms and conditions of the School Resource Officer (SRO) program and the services to be performed and provided by the COUNTY on behalf of the FCSO;

WHEREAS, the current contract expires on June 30, 2020;

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, as well as work with teachers and school administrators to promote school safety and to help ensure physical safety;

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

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

NOW, THEREFORE, THE PARTIES HERETO, FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CONTRACT AS FOLLOWS:

**I. Term**

This Agreement shall have a term of one (1) fiscal year, commencing effective the 1st day of July 2020, and concluding effective the 30th day of June, 2021.

## **II. Location of SRO Services**

Except as provided under Section VII (H), during the term of this Agreement, the COUNTY and FCSO shall assign full-time SROs at the following schools:

Effective July 1, 2020

- A. Clemmons Middle School;
- B. Flat Rock Middle School;
- C. Main Street Academy;
- D. Philo-Hill Middle School;
- E. Walkertown Middle School;
- F. Meadowlark Middle School;
- G. Jefferson Middle School;
- H. Glenn High School;
- I. Parkland High School;
- J. Reagan High School;
- K. Walkertown High School;
- L. West Forsyth High School;

Effective December 22, 2020

- M. Hanes on the Hill;
- N. Northwest Middle School;
- O. Mineral Springs Middle School;
- P. Wiley Middle School;
- Q. Paisley Middle School;

## **III. Compensation**

The WS/FCS shall 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 shall pay the COUNTY such amounts as set forth in Attachment A, attached hereto and incorporated herein by reference for the fiscal year ending June 30, 2021.
- B. The COUNTY AGREES:
  - 1. To provide, effective July 1, 2020, one (1) Lieutenant, one (1) Sergeant, and two (2) Corporals for supervision as well as sixteen (16) Deputy Sheriffs (which includes one (1) roving deputy), fully equipped and fully trained law enforcement officers for duty in the WS/FCS.
  - 2. To provide, effective December 22, 2020, additional positions as follows: one (1) Corporal for supervision as well as six (6) Deputy Sheriffs, fully equipped and fully trained law enforcement officers for duty in the WS/FCS.

3. The parties agree that on or prior to February 1, 2020, the FCSO will provide the WS/FCS with an estimate of the costs, for the provision of services for fiscal year 2021-2022.
- C. For the 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 Attachment A. The WS/FCS shall pay each invoice in full within thirty (30) days of receipt. The quarterly schedule shall be as follows:
  1. First Quarter: July 1 through September 30
  2. Second Quarter: October 1 through December 31
  3. Third. Third Quarter: January 1 through March 31
  4. Fourth Quarter: April 1 through June 30

#### **IV. Modifications**

In the event either party proposes an increase in the compensation, 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.

#### **V. COUNTY and FCSO Certifications**

As the WS/FCS is tax 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 and COUNTY 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 or his/her designee and designated WS/FCS representatives including the Director of Security, 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 actively patrol the school building(s) and grounds, 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 WS/FCS 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, as may be needed, in the area, where buses unload in the morning and load in the afternoon. Except under exigent circumstances or at the request of the school principal, in schools with more than one SRO, one SRO shall assist with traffic control from thirty (30) minutes before the start of school in the mornings and until thirty (30) minutes after the school bell rings at the end of the day. 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 extra-class activities occurring at their assigned school after the student instructional day, including high school graduations that occur off-premises, 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 IX.A. Such activities include, but are not limited to, Parent Teacher Association ("PTA") meetings, athletic events, graduation ceremonies, drama performances and student band, chorus and/or orchestra concerts.

## **VII. Employment, Supervision and Assignment of SROs**

- A. The FCSO shall employ and assign not less than one (1) fully trained and equipped SRO for each school listed in Subsection II above.
- B. The FCSO shall designate not fewer than three (3) 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 supervisors shall be employees of the FCSO and shall be subject to the administration, supervision, policies, practices and control of the FCSO.
- D. The COUNTY and FCSO shall be responsible to pay assigned SROs and supervisors 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, at its sole discretion, shall have the power and authority to hire, discharge and discipline SROs and supervisors, but agrees supervisors of assigned SROs and designated supervisors may consult with and ask for a non-binding recommendation from the Principal and WS/FCS representative concerning the hiring, evaluation, discipline and termination of assigned SROs and supervisors.
- G. The COUNTY and FCSO shall maintain the confidentiality of the personnel records of assigned SROs and designated supervisors 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 a substitute officer, as staffing allows, to provide SRO services at a school until the assigned officer returns.

#### **VIII. Program Funding, Costs and Method of Reimbursement**

- A. The COUNTY shall 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 SROs for each school agreed upon herein.
- B. The COUNTY shall provide assigned SROs the employment benefits provided to other similarly situated and ranked employees within the FCSO, and shall provide, at their sole expense, Police Professional Liability insurance that appropriately insure the COUNTY, FCSO and assigned SROs.
- C. The COUNTY shall provide each SRO and supervisor with a fully equipped law enforcement vehicle.
- D. FCSO shall staff the SRO program for a period of twelve (12) calendar months during this Agreement and, during the school year, the SROs shall work when school is in session.
- E. The FCSO shall assign a SROs 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 85 hours during a 14 calendar day period in accord with the requirements of 29 U.S.C. Section 207(k).
2. SROs shall be on duty for assigned school(s) before the beginning of the student instructional day and after the end of the student instructional day for a total of eight and one-half (8.5) hours per day and forty-two and one-half (42.5) hours per week. Middle School SRO duty hours are from 6:30 a.m. to 3:00 p.m. during the school week. High School SRO duty hours are 8:00 a.m. to 4:30 p.m. during the school week. Inclusive in SRO duty hours would be time allowed for other school-related matters and details such as, but not limited to, vehicle maintenance and transporting documents or reports to the FCSO, Courts, etc.
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 also be considered hours worked pursuant to this Agreement, and the FCSO shall, as staffing allows, 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, assigned in the discretion of the Sheriff, to fill the job position as a SRO;
2. Possess a sufficient knowledge of the applicable federal and state laws, city, town and county ordinances, and Board polices and regulations;
3. Possess even temperament and set a good example for students;
4. Possess communications skills that would enable the officer to function effectively within the school environment.
5. Complete the School Resource Officer Training within twelve (12) months of appointment, as required by 12 NCAC 09B .0313.

### 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, and FCSO Supervision/Management shall keep the WS/FCS Director of Security 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 notify by telephone the Principal or the Principal's designee prior to arresting or otherwise removing a student or staff member from school property. 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) or guardian 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 and FCSO Supervision/Management shall notify the WS/FCS Director of Security 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, Director of Security, 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. If it does not interfere with law enforcement activities, the FCSO will endeavor to cooperate with the WS/FCS Chief Marketing and Communications Officer for prior input and/or review of all media events that involve any WS/FCS students or staff, and/or that occur on WS/FCS school property.

3. Training sessions will be conducted by the FCSO to provide SROs with appropriate in-service training.
4. The WS/FCS shall provide training for SROs on applicable and relevant Board of Education policies, regulations and procedures.
5. To the extent practicable, the FCSO shall 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 shall provide or require all officers assigned as SROs within the WS/FCS to complete training on dealing with special populations as required during Basic Law Enforcement Training, as well as annual in-service training.
7. The FCSO shall provide information to designated WS/FCS representatives, including the Director of Security, regarding felony criminal investigations, events that are likely to receive media/public attention, and all known threats to the school, students, and staff which may be directly relevant to the operation of the school or the WS/FCS so long as the SRO and/or SRO command staff has knowledge of those crimes and the providing of such information will not compromise a criminal investigation.

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 uniforms and equipment and shall provide, if requested, revised lists of uniforms and standard issued equipment to the WS/FCS.
2. Office Supplies – The FCSO shall 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 shall provide each SRO with the usual and customary training materials for law enforcement officers, as required by North Carolina Sheriff's training Standards.

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 shall 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, and, then in that event, only to provide for the deterrent effect an SRO's mere presence may offer and the security or safety of all persons involved in the search by school personnel. 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 shall 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 Instructional 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 shall, 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 shall 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 no less than one (1)

visit per school each quarter, as staffing and ability may allow. *FCSO agrees to cooperate with school administrators in scheduling each visit.*

**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 mutually 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 shall 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;
  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. Additional requirements have been published by the North Carolina Department of Public Instruction, 16 in number, and may be reviewed at their website address of <https://www.dpi.nc.gov/data-reports/dropout-and-discipline-data/16-reportable-criminal-offenses>, which is incorporated herein by reference as if fully set out.

- 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 shall provide to the Director of Security 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 shall allow a SRO assigned to a school to inspect and copy any public records maintained by the school.
- 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 CFR 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.
- 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 only 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, effective December 1, 2019, and the N.C.G.S. § 7B-3100 Order entered by the District Court, 21<sup>st</sup> Judicial District with Administrative Order entered on February 19, 2019 by Chief District Court Judge Lisa V.L. Menefee.

## **XII. Surveillance Cameras and Video Recordings**

- A. The WS/FCS, by and through the Principals and Assistant Principals, and FCSO, by and through SROs, shall jointly operate and monitor school surveillance cameras to anticipate, prevent, or monitor possible violations of applicable law and school board policies. During emergency situations, FCSO Communications shall operate and monitor school surveillance cameras to facilitate emergency response.
- B. The WS/FCS shall own, place and maintain surveillance cameras placed in or upon WS/FCS property.
- C. FCSO shall own, place and maintain body-worn cameras for SROs as standard equipment.
- D. The WS/FCS shall provide notice to employees, parents and students that video surveillance may occur on WS/FCS property.
- E. 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 shall 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. Law enforcement agency recordings are not public record pursuant to the provisions of N.C. Gen. Stat. §132-1.4A *et seq.*

5. Any recording made by an SRO body-worn camera shall be considered a criminal investigation record pursuant to N.C.G.S. § 132-1.4A *et seq* and release/disclosure will be restricted accordingly.

### **XIII. Annual Sex Offender Registry Check**

In accordance with N.C.G.S. § 115C-332.1, the FCSO shall, not later than June 1, 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**

To the extent allowed by law, the COUNTY shall 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. It is the express intention of the parties that such insurance applies to the tort liability of any insured only to the extent that such tort liability is not subject to any defense of governmental immunity under North Carolina law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

- A. To the extent allowed by law, 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.
- B. To the extent allowed by law, the WS/FCS shall 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. It is the express intention of the parties that such insurance applies to the tort liability of any insured only to the extent that such tort liability is not subject to any defense of governmental immunity under North Carolina law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- C. To the extent allowed by law, the WS/FCS shall 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 solely from or in any way out of the performance of the duties of WS/FCS employees pursuant to this Agreement.

Notwithstanding anything to the contrary herein, Forsyth County does not waive governmental immunity, or any and all immunities to which it may be entitled, including but not limited to, qualified immunity, public officer immunity, authority of law, and good faith immunity.

**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 shall 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 Forsyth County: Mr. J. Dudley Watts, Jr.  
County Manager  
201 North Chestnut Street  
Winston-Salem, North Carolina 27101  
Facsimile: 336-727-8241

With Copy to: Mr. B. Gordon Watkins III  
County Attorney  
201 North Chestnut Street  
Winston-Salem, North Carolina 27101  
Facsimile: 336-727-8241

To the WS/FCS: Ms. Trisha McManus  
Deputy Superintendent  
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. Bobby F. Kimbrough, Jr.  
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 XIX 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 XIX 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 prorated 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.** If the WS/FCS desires to retain deputies to provide security and law enforcement for extracurricular or extra-class activities, it may make such a request pursuant to the FCSO Extra-Duty Employment Policy. SROs may sign up for such extra-duty assignments, but they are not required or expected to do so, and it is not a condition of employment for anyone to agree to any extra-duty assignments in order to secure or retain an SRO position. Such extra-duty assignments shall not be subject to a 4-hour minimum. The FCSO shall determine the number of deputies required at each assignment. The WS/FCS shall pay deputies \$35 per hour of work during the assignment and shall pay supervisors \$40 per hour if a supervisor is required pursuant to the Policy. The WS/FCS shall comply with all federal and state tax laws and requirements with regard to such extra-duty employment.

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: \_\_\_\_\_  
Malishai Woodbury, Chair

By: \_\_\_\_\_  
J. Dudley Watts, Jr., County Manager

Attest: \_\_\_\_\_  
Dr. Angela P. Hairston, Superintendent

FORSYTH COUNTY SHERIFF'S OFFICE

Approved as to form:

\_\_\_\_\_  
Bobby F. Kimbrough, Jr., Sheriff

**ATTACHMENT A**

**SCHOOL RESOURCE OFFICER PROGRAM  
WINSTON-SALEM/FORSYTH COUNTY SCHOOLS  
COSTS TO BE BILLED QUARTERLY DURING FY 2021  
JULY 1, 2020 - JUNE 30, 2021**

<b>DIRECT COSTS</b>	<b>Expenditures</b>
Salary & Fringe	\$ 1,810,857
Insurance Premiums	\$ 12,000
Claims	\$ 75,000
Training & Conference	\$ 13,665
Uniforms, Services & Equipment	\$ 120,495
Memberships & Dues	\$ 320
Capital Equipment	\$ -
<b>Total Direct Costs</b>	<b>\$ 2,032,337</b>
<b>Fleet Costs</b>	<b>Expenditures</b>
Fleet Operating - 27 vehicles; \$0.43/mile; 254,000 miles	\$ 109,300
<b>Total Fleet Costs</b>	<b>\$ 109,300</b>
<b>Operating Program Costs (Direct + Fleet)</b>	<b>\$ 2,141,637</b>
<b>TOTAL ALL COSTS (DIRECT+FLEET)</b>	<b>Expenditures</b>
<b>Annual Cost of Program</b>	<b>\$ 2,141,637</b>
<b>Quarterly Payments</b>	<b>\$ 535,409.25</b>

Excludes pre-hire period (\$163,900)

<sup>1</sup> Represents current positions: (15) Deputy Sheriff Positions, (2) Corporal positions, and (1) Sergeant position.  
Represents Phase Two Expansion positions:  
Effective 7/1/2020, (1) deputy position and; (1) Lieutenant position;  
Effective 12/22/2020, (6) Deputy Sheriff positions, and (1) Corporal position.

<sup>2</sup> Insurance Premiums provided by County Risk Management and estimated for additional personnel

<sup>3</sup> Claims provided by County Risk Management and estimated for additional personnel

<sup>4</sup> SRO's will use non-frontline vehicles