

June 27, 2017

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

AGENDA – May 9, 2017
5 p.m. – Closed Session
6:30 p.m. – Open Session
Auditorium

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I. Call to Order	
II. Closed Session to Discuss a Personnel Matter in Accordance with Article 21 A of Chapter 11 5C of the N.C. Statutes and to Discuss a Legal Matter	
III. Return to Open Session	
IV. Pledge of Allegiance to the Flag and Invocation	
V. Agenda Review	
VI. Public Comments on Agenda Items	
VII. Discussion Items	
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B. Data Sharing Agreement, 2017-18	
C. Move of Elementary School Academy and Lease Agreement with The Crossnore School	
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WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

AGENDA – May 9, 2017

5 p.m. – Closed Session

6:30 p.m. – Open Session

Auditorium

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**WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
WINSTON-SALEM, NC**

AGENDA TITLE: Approval of Revised Bell Times, 2017-2018

AGENDA TOPIC: Approval of Revised Bell Times, 2017-2018

BACKGROUND INFORMATION:

Transportation is recommending the following Bell Schedule changes for the 2017-2018 school year.

1. The Elementary School Academy program will move their physical location from Cook to the The Crossnore School and Children's Home campus for the 2017-2018 school year. Because of the move in location, **ESA at Kingswood** will be on a **Traditional Middle School Magnet bell time of 7:55 a.m. -2:25 a.m.**
2. Petree Elementary has requested a bell schedule change since they no longer have grant money to fund an extended day. The **Petree bell schedule will change** from 8:15-3:15 to **8:45-3:15.**

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Education approve the above-referenced amendments to the school bell times for the 2017-2018 school year.

Date: 6/27/17

Winston-Salem/Forsyth County Schools 2017-18 Bell Times

Elementary

School	Start	End	School	Start	End
Zone 1					
Caleb's Creek	8:45	3:15	Sedge Garden	8:20	2:50
Forest Park	8:20	2:50	Smith Farm	7:55	2:25
Hall-Woodward	8:45	3:15	Union Cross	8:10	2:40
Zone 2					
Cash	8:10	2:40	Petree	8:45	3:15
Kernersville	7:55	2:25	Piney Grove	8:20	2:50
Zone 3					
Ashley	8:20	2:50	Mineral Springs	8:20	3:05
Ibrahim	8:20	2:50	Walkertown	7:55	2:25
Middle Fork	7:55	2:25			
Zone 4					
Gibson	8:20	2:50	Old Town	7:55	2:25
North Hills	8:20	2:50	Rural Hall	7:55	2:25
Old Richmond	8:45	3:15			
Zone 5					
Jefferson	7:55	2:25	Speas	7:55	2:25
Kimberley Park	7:55	2:25	Vienna	8:20	2:50
Sherwood Forest	8:20	2:50			
Zone 6					
Brunson	8:20	2:50	South Fork	8:20	2:50
Cook LMS	8:15	3:15	Whitaker	7:55	2:25
Meadowlark	8:20	2:50			
Zone 7					
Bolton	8:45	3:15	Moore	8:45	3:15
Diggs-Latham	8:20	2:50	Morgan	7:55	2:25
Lewisville	7:55	2:25	Southwest	8:10	2:40
Zone 8					
Clemmons	7:55	2:25	Kimmel Farm	8:20	2:50
Easton	8:05	2:35	Konnoak	8:20	2:50
Griffith	8:20	2:50	Ward	8:45	3:15
Other Schools					
Children's Center	7:55	2:25	Downtown School	8:45	3:15
Sp. Children's Sch.	8:00	2:30	ESA at Kingswood	7:55	2:25

Middle: 7:25 a.m. to 2 p.m.

School	Start	End
Downtown School	8:15 a.m.	2:45 p.m.
Hanes	7:40 a.m.	2:10 p.m.
J. F. Kennedy	7:25 a.m.	2:45 p.m.
Kingswood	7:25 a.m.	2:00 p.m.
Lowrance	7:55 a.m.	2:40 p.m.
Main Street Academy	7:30 a.m.	2:00 p.m.
Paisley	7:55 a.m.	2:40 p.m.
Winston-Salem Preparatory Academy	8:10 a.m.	3:05 p.m.

High: 8:55 a.m. to 3:40 p.m.

School	Start	End
Career Center	8:00 a.m.	3:10 p.m.
Early College of Forsyth	9:00 a.m.	3:20 p.m.
J. F. Kennedy	8:25 a.m.	3:05 p.m.
Kingswood	7:25 a.m.	2:00 p.m.
Main Street Academy	7:30 a.m.	2:00 p.m.
Middle College	11:00 a.m.	3:30 p.m.
Winston-Salem Preparatory Academy	8:10 a.m.	3:05 p.m.

**WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
WINSTON-SALEM, NC**

AGENDA TITLE: Approval of Data Sharing Agreement, 2017-2018

AGENDA TOPIC: Approval of Data Sharing Agreement, 2017-2018

BACKGROUND INFORMATION:

Staff desires the approval of a Data Sharing Agreement with Forsyth Futures, a sub-agency of The United Way Foundation. The purpose of the project is to provide a data management system whereby community organizations that serve our children (via their United Way affiliated programs) can examine, monitor and evaluate student outcomes, use data for case management, and compile aggregate reports for compliance purposes. The partnership would also allow WS/FCS and school personnel to evaluate and analyze the progress of students that participate in various community programs.

Under the Agreement, Forsyth Futures and WS/FCS will share certain student data (grades, test scores, attendance, disciplinary information, etc.) via an online software system called COMET. The Agreement provides for the protection of personally identifiable student information pursuant to the Family Educational Rights and Privacy Act (FERPA). In order for a student's record to be included in the data, there must be written parent permission. These permissions will be carefully monitored by the Data Sharing Coordinator, which will be a new position funded under the partnership. The Agreement provides that all evaluation reports shared externally by Forsyth Futures using student outcome data must be approved by the District before being shared.

The cost for the Comet system is \$20,000 for the 2017-2018 school year and the budgeted amount for the Data Sharing Coordinator is \$53,000, both costs to be shared equally between WS/FCS and Forsyth Futures.

The plan is to start a pilot program during the 2017-2018 school year with select community agencies and three schools (North Forsyth, Hall-Woodward, and Philo-Hill) that receive funding from the United Way. If the data sharing project is successful, the goal is that the number of schools and partnering community organizations will increase.

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Education approve the Data Sharing Agreement with Forsyth Futures for the 2017-2018 school year.

Date: 6/27/17

**Master Data Sharing Agreement
Between
Forsyth Futures
and
Winston-Salem/Forsyth County Schools**

1. PURPOSE AND INTENDED USE OF DATA SHARING. The purpose of this Master Data Sharing Agreement is to facilitate the creation and maintenance of individual-level linked data sets by Forsyth Futures (FF) and COMET Informatics LLC, for the use of approved data contributing organization (DCO) staff for the tracking of student outcome measures. FF and WSFCS will assist DCOs with analysis, research, and/or evaluation to study ways to improve student learning and the impact of in school and out of school time programs on student learning. Participation in this Master Data Sharing Agreement on the part of WSFCS entails providing individual-level and individually-identifiable data to FF and DCOs (as specified in Section 3 of this Agreement) for the purposes of tracking student outcome measures, and with supervision from WSFCS, research, and/or program evaluation. In addition, personally identifiable information received from WSFCS may be disclosed to the following entities, as shown in **Attachment B**, if a user access is assigned as specified in **Attachment A** to this Agreement and who sign the documents that are **Attachments A, D, E and G**. WSFCS and FF agree that any modification or addition to **Attachment B** will require approval by WSFCS and FF.

2. PERIOD OF AGREEMENT. The period of this Agreement shall be in effect from, July 1, 2017 until June 30, 2018, or until terminated in writing by either organization.

3. DESCRIPTION OF DATA.

a. **WSFCS Data Set.** Data shared under this Agreement shall be limited to the data elements specifically defined and authorized by WSFCS as listed in this Agreement or subject to the requirements of the Family Educational Rights & Privacy Act, 20 USC 1232g, or as agreed to in writing by the authorized representative of WSFCS. The data set to be contributed by WSFCS and the data fields to be contributed are listed in **Attachment C** to this Agreement. The specific record and file formats of the WSFCS Data Set will be as negotiated between designated representatives of FF, WSFCS and COMET Informatics LLC. WSFCS agrees to make its best efforts to provide any updates to the WSFCS Data Set in a consistent, agreed-upon record and file format.

b. **Other Data Sources Eligible for Linkage.** DCOs and data from these organizations eligible for linkage as part of the Master Data Set under this Agreement are listed in **Attachment B** to this Agreement.

c. **Adding to the WSFCS Data Set.** Subject to applicable law, content of the WSFCS data set may also include other education records agreed upon by WSFCS to be necessary and appropriate for the proper execution of this Master Data Sharing Agreement or any approved Data Use Agreement executed under this Master Data Sharing Agreement.

4. TIMING AND FREQUENCY OF UPDATES. WSFCS agrees to provide the data as specified in **Attachment C** to this Agreement, with specific timing of updates to be determined by designated representatives of WSFCS.

5. SPECIAL DATA REQUEST PROCESS. WSFCS may fulfill data requests coming from community agencies relating to the students in the WSFCS Data Set. Such requests will be evaluated on a case by case basis.

6. CUSTODIAL RESPONSIBILITY AND DATA STEWARDSHIP. FF Administrator will be designated as Custodian of the linked data sets and will be responsible for the observance of all conditions for use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. Unless otherwise stated or modified in this Agreement, data will be managed, linked, and stored as specified in **Attachment A** to this Agreement. WSFCS will release data under this Agreement only if FF signs a FERPA Agreement (**Attachment G**) and the DCO signs **Attachment A** and FERPA Compliance Agreement forms (**Attachment D and E**), and receives parental consent (**Attachment F**).

7. ROLES AND RESPONSIBILITIES. FF and WSFCS agree to provide appropriate staff support to create and transmit to COMET Informatics, LLC, WSFCS Data Sets as specified in **Attachment C** to this Agreement, as well as execute its data stewardship, data management, custodial responsibilities, and analysis under this Agreement. WSFCS is solely responsible for all hiring and firing decisions of its employees, and is free to hire/fire employees who will provide services pursuant to this contract without input or consultation with the partner agency.

a. The following WSFCS staff members are assigned to roles related to the proper management, processing, and distribution of the data under this Agreement, as described in **Attachment A – Section 2** to this Agreement.

Role	Title	Contact Information
FF Administrator	Director of Data Strategy and Impact	336-701-1700 Ext. 102
WSFCS Administrator	Chief Program Officer of Research and Evaluation	336-703-6719
WSFCS Data Steward	Director of Enterprise Data Systems	
WSFCS Data Sharing Coordinator	Data Sharing Coordinator	

8. PERMISSIBLE DATA USE, LINKING AND SHARING UNDER THIS AGREEMENT. All WSFCS data shared as part of this Agreement and any related Data Use Agreements remains the property of WSFCS. This Agreement represents and warrants further that data covered under this Agreement shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person or organization except as: (1) specified herein; (2) approved in an executed Data Use Agreement; (3) otherwise authorized in writing by WSFCS; or (4) required by law. Access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only. Each person not employed by WSFCS who is authorized to receive personally identifiable information shall sign **Attachment E** acknowledging that s/he shall comply with the restrictions within this Agreement on disclosure of such data. WSFCS will not, under any circumstances, disclose personally identifiable information from the WSFCS education records to any other party not listed on the Winston-Salem/Forsyth County Schools FERPA Compliance Agreement signed forms (**Attachment D**) without the prior written consent of the parent or eligible student (**Attachment F**). WSFCS will have access to DCO program roster and attendance data for students who complete a parental consent (**Attachment F**). Additional DCO data can be accessed upon approval from the DCO Administrator. WSFCS will not share DCO data external to WSFCS without approval by the DCO Administrator.

a. **Authorized Linkage and Data Transfers of Data Contributing Organization for Program and Site Management.** Access to identifiable student and academic performance data will be restricted to a tightly controlled data stream of “need to know” users at end service points (Out of School Time Service Providers and

This Data Sharing Agreement was adapted from the Master Data Sharing Agreement developed by the Johnson Center for Philanthropy at Grand Valley State University

WSFCS Sites) and carefully selected organizational administrators to see this data (as specified in **Attachments B** to this Agreement). Only WSFCS student records with a signed parental consent form (**Attachment F**) will be transmitted for this purpose.

b. All individuals to whom WSFCS has disclosed personally identifiable information pursuant to this Agreement, shall dispose of data as specified in **Attachment A** when the information is no longer needed for the purposes for which the research is being conducted, no later than 6 months after the termination date specified in Section 2.

9. RESOURCES AND COSTS OF DATA SHARING AND DATA MANAGEMENT. WSFCS will cover half of the costs for the WSFCS Data Sharing Coordinator and COMET system. The remaining costs will be covered by the United Way of Forsyth County.

10. NO WARRANTY FOR DATA OR LINKAGE QUALITY. Both the accuracy of record linkage and the utility of administrative data for research and analytical purposes are dependent on the quality and consistency of the source data. Although WSFCS will use reasonable efforts to promote accurate record linkage and the creation of appropriate data sets for analysis, no warranty is made as to the achievement of any match rate nor as to the ultimate accuracy or utility of any data contributed under this Agreement.

11. INDEMNIFICATION. The parties agree that statutory and common law theories and principles of liability, indemnification, contribution, and equitable restitution shall govern all claims, costs, actions, causes of action, losses or expenses (including attorney fees) resulting from or caused by the actions or omission of the parties hereto. Furthermore, if either party becomes aware of a claim involving the other within the relationship, the party with knowledge of the claim shall inform the other part in writing within ten (10) days of receiving knowledge of the claim, demand, or other loss.

12. TERMINATION AND MODIFICATION OF THIS AGREEMENT. FF and WSFCS may amend this Agreement by mutual consent, in writing, at any time. This Agreement may be terminated at any time by either party with ninety (90) days' written notice. Upon termination of this Agreement, either by lapse of time or by written notice, all data in the COMET system will be disposed as specified in **Attachment A**.

14. SIGNATURES. By the signatures of their duly authorized representatives below, Forsyth Futures and Winston-Salem/Forsyth County Schools agree to all the provisions of this Data Sharing Agreement and execute this Agreement effective with this signing for the period set forth in Section 2.

For Winston-Salem/Forsyth County Schools:

For Forsyth Futures:

Superintendent

Executive Director

Date: _____, 2017

Date: _____, 2017

ATTACHMENT INDEX

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ATTACHMENT A:

Standard Protocols and Procedures for the Use, Management and Custodial Responsibilities for Identifiable and Linked Primary Data Sets and Other Data Sources Eligible for Linkage

In order to obtain a fuller understanding of the impacts of policies, programs/services, or individual factors on the well-being of the community population, it is sometimes necessary or advantageous to analyze individual-level data over time and across multiple data sources. This document describes protocols and procedures for the use, management and custodial responsibilities of an In School or Out of School Time Service Provider, thereafter “Data Contributing Organization” (DCO).

This document is the core agreement entered between DCOs and FF in which this type of individual-level, identifiable information is shared with DCOs and will define how individual-level data will be secured and managed.

POLICY AND PROCEDURES FOR DATA SHARING

1. Terms and Definitions.

1.1. User. Includes any person with access to covered data. School staff and Site coordinators are considered users.

1.2. Public Information is information that can be freely given to any one.

1.3. Sensitive information is all other information which is confidential, private, personal or otherwise sensitive in nature. Sensitive information includes the following:

1.3.1. Personally Identifiable Information includes an individual’s social security number, driver license or state ID number, financial account number with the associated PIN, DNA or any biometric identifier. While student identification number is not Sensitive information, it should still be protected from inadvertent disclosure.

1.3.2. Legislatively Protected Data is data which is subject to some government regulation or oversight. This includes, but not limited to, data as defined under:

- The Family Educational Rights and Privacy Act (FERPA) – Student Education Records
- The Health Insurance Portability and Accountability (HIPAA) – Individually identifiable health information

1.4. Other Sensitive Data is data where unauthorized disclosure could lead to a business, financial or reputational loss. Examples include all type of intellectual property, research results or information protected by a confidentiality agreement.

2. User Roles and Functions in Relation to Covered Data. For the Master Data Sharing Agreement executed under the terms of this document, DCOs and WSFCS will assign (where applicable) an appropriate and qualified staff member for any of the following roles. WSFCS will be informed in writing of the DCO staff member(s) assigned to each role as well as to any changes in staffing for these roles. Parties agree that roles specified below may be performed by one or more staff.

This Data Sharing Agreement was adapted from the Master Data Sharing Agreement developed by the Johnson Center for Philanthropy at Grand Valley State University

2.1 WSFCS Administrator: The WSFCS Administrator assists the FF Administrator in managing and supervising all processes described under this agreement. The WSFCS Administrator will report any compliance issue or breach to the WSFCS attorney's office.

2.2 WSFCS Data Steward: The WSFCS Data Steward is responsible for creating and maintaining data feeds into the COMET system. The WSFCS Data Steward will report any compliance issue or breach to the WSFCS Administrator.

2.3 WSFCS Data Sharing Coordinator: The WSFCS Data Sharing Coordinator is responsible for: (1) managing the DCO FERPA compliance form and parental consent process; (2) activating and deactivating students to be part of the data feed to the COMET system; (3) providing training and technical assistance for DCOs on how to use the COMET system; (4) managing DCO and WSFCS site user access on COMET web portal; and (5) performing deletion/destruction of data sets upon termination of applicable agreements. The WSFCS Data Sharing Coordinator reports to the WSFCS Administrator. The WSFCS Data Sharing Coordinator will report any compliance issue or breach to the WSFCS Administrator.

2.4 WSFCS Data Analyst: The WSFCS Data Analyst provides training and technical assistance around appropriate data use and program evaluation. The WSFCS Data Analyst will report any compliance issue or breach to the WSFCS Administrator.

2.5 FF Administrator: The FF Administrator is ultimately responsible for all the tasks related to the management of data under this agreement, and all FERPA compliance agreements, ensuring compliance with all applicable agreements and regulatory requirements. The FF Administrator will report any compliance issue or breach to the WSFCS Administrator.

2.6 COMET Database Administrator: The COMET Database Administrator is responsible for: (1) creating and maintaining appropriate data structures for secure warehousing of data sets; (2) facilitating secure transmission of data sets to DCOs and WSFCS sites; (3) monitoring and maintaining the server equipment and its security and overseeing regular data backups; and (4) maintaining a web portal and providing technical assistance and training when necessary. The COMET Database Administrator will report any compliance issue or breach to the FF Administrator.

2.7 DCO Administrator: The DCO Administrator is responsible for the day-to-day management of data released under this agreement, which includes tasks related to preserving the confidentiality and security of identifiable information. In addition, the DCO Administrator works with the WSFCS Data Sharing Coordinator and is responsible for obtaining and maintaining all signed forms required under this agreement. The DCO Administrator will also work with the WSFCS Data Sharing Coordinator to set up users for the COMET web portal and ensure all DCO General Staff receive regular training on how to use the COMET web portal and appropriate use of data. The DCO Administrator will report any compliance issue or breach to the FF Administrator.

2.8 DCO General Staff: The DCO General Staff is responsible for planning and implementing individualized services for program participants. The DCO General Staff will report any compliance issue or breach to the FF Administrator.

2.9 WSFCS School Administrator: The WSFCS School Administrator is responsible for the day-to-day management of data released under this agreement, which includes tasks related to preserving the

confidentiality and security of identifiable information. The WSFCS School Administrator will also work with the WSFCS Data Sharing Coordinator to set up users for the COMET web portal and ensure all WSFCS School General Staff receive regular training on how to use the COMET web portal and appropriate use of data. The WSFCS School Administrator will report any compliance issue or breach to the FF Administrator.

2.10 WSFCS School General Staff: The WSFCS School General Staff is responsible for planning and implementing individualized academic instruction for program participants. The WSFCS School General Staff will report any compliance issue or breach to the FF Administrator.

3. Data Set Creation, Delivery and Use

3.1. All DCO data created and shared as part of this Agreement remains the property of the supplying DCO. If the supplying DCO discontinues use of COMET, the data they contributed will be deleted within ninety (90) days after discontinuation.

3.2. WSFCS transmits covered data in electronic form to COMET Informatics, LLC (Software Provider) via secure file transfer protocol procedure.

3.3. DCO access to WSFCS data requires annual renewal of parent consent. When a student does not continue a subsequent year in a given program, the WSFCS data for that student will be deleted within 90 days. DCOs can output aggregate reports of WSFCS data for students who do not continue participating in their programs. No individual student records can be maintained after a student exits from a DCO program.

3.4. COMET Informatics, LLC provides access to covered data in electronic form to DCOs via web-enabled password protected site.

3.5. DCO will not use WSFCS data for any other purpose other than informing program operations and conducting program evaluation. FF and WSFCS will assist DCOs with analysis, research, and/or evaluation to study ways to improve student learning and the impact of in school and out of school time programs on student learning.

3.6. WSFCS will have access to DCO program roster and attendance data for students who complete a parental consent (**Attachment F**). Additional DCO data can be accessed by WSFCS upon approval from the DCO Administrator. WSFCS will not share DCO reports external to WSFCS without approval by the DCO Administrator.

3.7. FF will not share WSFCS and DCO reports external to FF without approval by the WSFCS and/or DCO Administrator, respectively.

4. Confidentiality and Data Security Safeguards

4.1. DCOs agree to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or physical or electronic access to it, and report violations of this Agreement as described in **Section 2** of this attachment. Appropriate administrative, technical, and physical safeguards include, but are not limited to:

4.1.1. DCO users must not save Sensitive Information on personal computers unless necessary to perform job duties. If Sensitive Information is stored on a personal computer, then all reasonable safeguards and security procedures shall be employed.

4.1.2. DCO users shall put in place reasonable safeguards and security procedures for its environment, including, but not limited to, password-protected computers, prohibiting password sharing among users, prohibiting unauthorized data downloads and distribution of data; requesting that users do not leave computer unattended, and or, set a timeout to lock an unattended computer, installation of antivirus software with current updates and a supported operating system with current patches and updates.

4.1.3. DCO users shall receive periodic training from WSFCS for staff on internal security policies and procedures, and on applicable state and federal legal requirements for protecting the privacy of individuals.

4.1.4. Report of Security Breach. Any breach of personally identifiable information will be reported to NC Attorney General as required by North Carolina Law.

5. FERPA Regulatory Compliance

5.1. Compliance to FERPA regulations by DCOs includes, but is not limited to:

5.1.1. A FERPA Compliance Agreement form included as **Attachment D** to this Agreement and signed by DCOs acknowledging that covered data will not be shared nor disclosed to any other party not listed on the WSFCS FERPA Compliance Agreement.

5.1.2. A Staff FERPA Compliance form included as **Attachment E** to this Agreement and signed by DCO staff acknowledging that s/he shall comply with the restrictions within this Agreement on disclosure of such data, and will not use the information for any purpose other than the purpose for which the disclosure was made.

5.1.3. Integrity Audits. To ensure compliance of this Agreement and the protection of Sensitive Data, FF and/or WSFCS shall have the right to make, via designated staff, unannounced visits to DCOs for purposes of inspecting computer equipment and reviewing the security arrangements that the DCO Administrator is maintaining with respect to their contributed data. DCO Administrator will fully and promptly cooperate with WSFCS staff and will assist them in completing those inspections. The parties will be responsible for implementing at least one integrity audit during the term of this agreement that can be performed by an external auditor.

5.2. FF may access, suspend, block, or restrict access to Sensitive Information when it reasonably appears necessary to do so to protect the integrity, security or functionality of Sensitive Data or to protect FF from liability.

5.3. Statutory Breaches. If at any time a DCO staff determines that there has been a breach of the security protocols or violation of this Agreement (including, but not limited to any unauthorized release, access use or modifications of covered data), the staff shall promptly take such reasonable steps as are necessary to prevent any future similar breaches and promptly notify the FF Administrator of the breach. DCOs will identify the steps

taken to prevent any future similar breaches and report to the WSFCS Administrator within 24 hours of their discovery.

5.4. Reported violations. FF staff will issue a report identifying any privacy and security breach on covered data by DCOs. DCOs will have three (3) business days to comply and put in place corrective measures to prevent any future similar breaches. Failure to comply within this time frame will result in temporary or permanent termination of access to covered data and possibly termination of this Agreement.

6. Disposition of Data at Termination of Agreement.

6.1. In the event of the termination of the Master Data Sharing Agreement, the DCO will (1) receive an output of all data they contributed to COMET; (2) delete all WSFCS Data Sets containing individually identifying information collected from WSFCS in the course of providing Program and Site Management; (3) certify in writing within five business days that all copies of the data stored on local DCO servers, backup servers, backup media, or other media have been permanently erased or destroyed.

7. SIGNATURES. By the signatures of their duly authorized representatives below, FF and DCO agree to all the provisions of Appendix A and execute this Agreement effective with this signing.

For Forsyth Futures:

FF Administrator

Date: _____, 2017

For Data Contributing Organization:

DCO Administrator

Date: _____, 2017

ATTACHMENT B: Data Sharing Users

Pursuant to Section 3B of the attached Agreement, primary data sets shared by WS/FCS in the execution of this Agreement will be linked and shared using the Access rules specified in Attachment A to this Agreement with the following data sharing users:

Organization	Role	Position
Forsyth Futures	FF Administrator	Director of Data Strategy and Impact
Winston-Salem/Forsyth County Schools	WSFCS Administrator	Chief Program Officer of Research and Evaluation
	WSFCS Data Steward	Director of Enterprise Data Systems
	WSFCS Data Sharing Coordinator	
	WSFCS Data Analyst	
El Buen Pastor	DCO Administrator	Executive Director
	DCO General Staff	Elementary Tutoring Director
	DCO General Staff	Youth Tutoring Director
	DCO General Staff	Volunteer Coordinator
	DCO General Staff	Program Director
Salvation Army	DCO Administrator	President/CEO
	DCO General Staff	VP Programs and Operations
	DCO General Staff	Program Coordinator
YWCA	DCO Administrator	
	DCO General Staff	
	DCO General Staff	
Hall Woodward Elementary	WSFCS School Administrator	Principal/Assistant Principal
	WSFCS School General Staff	
Philo Magnet Academy	WSFCS School Administrator	Principal/Assistant Principal
	WSFCS School General Staff	
North Forsyth High	WSFCS School Administrator	Principal/Assistant Principal
	WSFCS School General Staff	

ATTACHMENT C: MDSA Data Specifications

FIELD NAME	GRADE	DATA CATEGORY	FREQUENCY
WSFCS Student ID	K-12	Registration	Monthly
Last name of student	K-12	Registration	Monthly
First name of student	K-12	Registration	Monthly
Middle Name	K-12	Registration	Monthly
Student gender	K-12	Registration	Monthly
Student date of birth	K-12	Registration	Monthly
Student Race	K-12	Registration	Monthly
Student Ethnic Group	K-12	Registration	Monthly
Current Grade	K-12	Registration	Monthly
Student home address (St. Number)	K-12	Registration	Monthly
Student home address (St. Name)	K-12	Registration	Monthly
Student Home Address (St. Type)	K-12	Registration	Monthly
Student Home address (St. Direction)	K-12	Registration	Monthly
Student Home address (City)	K-12	Registration	Monthly
Student home address (Zip Code)	K-12	Registration	Monthly
Student First Language	K-12	Registration	Monthly
Primary Language at home	K-12	Registration	Monthly
Registration Date	K-12	Registration	Monthly
Current School	K-12	Registration	Monthly
Previous School	K-12	Registration	Monthly
Living With last name	K-12	Registration	Monthly
Living With first name	K-12	Registration	Monthly
Living With home address	K-12	Registration	Monthly
Living With home number	K-12	Registration	Monthly
Living With cellular phone	K-12	Registration	Monthly
Living With work phone	K-12	Registration	Monthly
Living With email	K-12	Registration	Monthly
Parent Speaks English	K-12	Registration	Monthly
Relationship to Student	K-12	Registration	Monthly

This Data Sharing Agreement was adapted from the Master Data Sharing Agreement developed by the Johnson Center for Philanthropy at Grand Valley State University

<i>FIELD NAME</i>	<i>GRADE</i>	<i>DATA CATEGORY</i>	<i>FREQUENCY</i>
School Attending Code (previously attending)	K-12	Attendance	Weekly
School Attending Name (previously attending)	K-12	Attendance	Weekly
Total number of days absent (cumulative)	K-8	Attendance	Weekly
Total possible days of attendance	K-8	Attendance	Weekly
Total number of periods absent	9-12	Attendance	Weekly
Total possible periods of attendance	9-12	Attendance	Weekly
Period Number(s)	9-12	Attendance	Weekly
STDP	K-12	Attendance	Weekly
Course Names	K-12	Course	Quarterly
Course Start and End Dates	K-12	Course	Quarterly
Course Marks	K-12	Marks	Quarterly
Number of ISS Incidents	K-12	Discipline	Quarterly
Number of days in ISS	K-12	Discipline	Quarterly
Number of OSS Incidents	K-12	Discipline	Quarterly
Number of Days in OSS	K-12	Discipline	Quarterly
End of Grade Math Test	3-8	Test Score	July/Aug
End of Grade Reading Comprehension Test	3-8	Test Score	July/Aug
End of Grade Science Test	5 & 8	Test Score	July/Aug
End of Course Test - Algebra I	8-12	Test Score	July/Aug
End of Course Test - Biology	9-12	Test Score	July/Aug
End of Course Test - English I	9-12	Test Score	July/Aug
Current Grade	K-12		June
Next Grade	K-12		June
Retention	K-12		Sept
Promotion	K-12		Sept
Graduation	12		Sept
Course of Study - Diploma Type	9-12		

This Data Sharing Agreement was adapted from the Master Data Sharing Agreement developed by the Johnson Center for Philanthropy at Grand Valley State University

ATTACHMENT D:

**WINSTON-SALEM/FORSYTH COUNTY SCHOOLS
DCO FERPA COMPLIANCE AGREEMENT**

This Agreement is made in accordance with the provisions of the Family Educational and Privacy Rights Act, 20 U. S. C. §1232g, *et al* ("FERPA"), between Winston-Salem/Forsyth County Schools ("WSFCS") and _____ ("Data Contributing Organization"), an Out of School time service provider.

Pursuant to this Agreement, WSFCS shall disclose to the Data Contributing Organization (DCO), school attendance, student achievement data, and other personally identifiable information ("WSFCS Protected Student Data") of WSFCS students who participate in the program _____ "DCO Program Component."

WSFCS Protected Student Data is disclosed to the DCO for the educational purpose(s) of providing appropriate Out of School Service Provider programming services to participating WSFCS students. With WSFCS support, DCOs will assess the effectiveness of ongoing Out of School Service Provider programs and for other educational research related to such programs.

Provider agrees that it shall:

1. Utilize WSFCS Protected Student Data only for the educational purposes described above;
2. Re-disclose WSFCS Protected Student Data only to its employees or agents with a legitimate educational or administrative need to know, or to WSFCS employees;
3. Maintain records identifying all individuals who receive WSFCS Protected Student Data by virtue of this Agreement, and make such records available to WSFCS upon their request;
4. Inform all employees, third parties or agents to whom WSFCS Protected Student Data is disclosed of the obligations of this Agreement;
5. Destroy all WSFCS Protected Student Data within 90 days of the completion of the DCO Program Component. This obligation to destroy extends to WSFCS Protected Student Data stored electronically, in paper copies, or in any other fashion, and includes data in aggregate form if the aggregation contains personally identifiable educational records. If the program is extended to another group of students, the obligation to destroy extends to one year after the completion of such students in the program.
6. Indemnify WSFCS, its board members, administrators, employees and agents for any damages, costs, attorney's fees, charges, suits, complaints or causes of action of any kind or nature whatsoever resulting from a violation of this Agreement by the Provider, its employees or agents.

It is understood and agreed that the terms and conditions of this Agreement shall continue to govern any disclosures of WSFCS Protected Student Data to the DCO by WSFCS for the current fiscal year (July 1 – June 30).

This Agreement contains the entire agreement of these parties with respect to the disclosure of WSFCS Protected Student Data.

Winston-Salem/Forsyth County Schools

By: _____

Its: _____

Date: _____

Data Recipient Organization: _____

By: _____

Its: _____

Date: _____

ATTACHMENT E:

**WINSTON-SALEM/FORSYTH COUNTY SCHOOLS
DCO Staff FERPA COMPLIANCE AGREEMENT**

I, _____ (Individual Name), an authorized representative of
_____ (Name of Data Contributing Organization Authorized to Receive
Protected Information, hereinafter, "Data Contributing Organization") am hereby informed and agree that:

_____ (please initial) I will not, under any circumstances, disclose the personally identifiable information within
education records of Winston-Salem/Forsyth County Schools students to any entity or person without the prior consent
of the parent or eligible student (student 18 years or older).

_____ I will not use the information for any purpose other than the purpose for which the disclosure was made, namely,
to study ways to improve students' learning and school performance, and to study ways to improve the impact of after
school programs.

Signature of Individual

Name of Data Contributing Organization

Printed Name

Date: _____

(MM/DD/YYYY)

ATTACHMENT F:

**CONSENT TO DISCLOSE STUDENT'S PERSONALLY IDENTIFIABLE INFORMATION WITHIN
WINSTON-SALEM/FORSYTH COUNTY SCHOOLS EDUCATION RECORDS FOR RESEARCH PURPOSES**

I/We _____ are the Parents/Guardians of Winston-Salem/Forsyth County Schools
Student(s) _____.

_____ (please initial) I/We agree and consent to the release of personally identifiable information from the education records of my son/daughter (hereinafter "Student"), subject to the terms of this consent agreement.

_____ I/We understand that the records to be disclosed include but are not limited to, grade reports, student achievement data, enrollment information, English language learner status, transcripts, classroom performance/behavior, and other personally identifiable information from the education records of Student.

_____ I/We agree and consent to the disclosure of the personally identifiable information from the education records of Student to the following entities: _____ (Out of school Time Organization); and Forsyth Futures.

_____ I/We understand that the purpose of disclosing the personally identifiable information from the education records of Student is to study ways to improve Student's learning and school performance, and to study ways to improve the impact of after school programs. Such information shall not be published in a manner that will lead to the personal identification of Student.

_____ I/We understand that this information is used solely for research purposes and to improve Student's learning and school performance and shall not be further re-disclosed to third parties not named on this consent form without my/our prior written consent.

_____ I/We understand that this consent is valid until June 30 of the current or upcoming year (whichever comes first).

Parent(s)/Guardian(s)/Other

Organization Representative

Date (D/M/Y): _____

Date (D/M/Y): _____

Original Copy – Organization Record; **Photocopy** – WSFCS Record; **Photocopy** – Parent/Guardian

ATTACHMENT G:

WINSTON-SALEM/FORSYTH COUNTY SCHOOLS Forsyth Futures FERPA COMPLIANCE AGREEMENT

This Agreement is made in accordance with the provisions of the Family Educational and Privacy Rights Act, 20 U. S. C. §1232g, *et al* ("FERPA"), between Winston-Salem/Forsyth County Schools (WSFCS) and Forsyth Futures.

Pursuant to this Agreement, WSFCS shall disclose to Forsyth Futures school attendance, student achievement data, and other personally identifiable information ("WSFCS Protected Student Data") of WSFCS students who participate in the programs of the DCOs listed in Attachment B.

WSFCS Protected Student Data is disclosed to Forsyth Futures for the educational purpose(s) of providing appropriate Out of School Time Service Provider (OST) programming services to participating WSFCS students, assessing the effectiveness of ongoing OST programs and for other educational research related to such programs. Forsyth Futures in turn may disclose WSFCS Protected Student Data to OST Providers as shown in the Attachment B. Any changes to Attachment B must be approved by WSFCS and FF.

Forsyth Futures agrees that it shall:

1. Utilize WSFCS Protected Student Data only for the educational purposes described above;
2. Re-disclose WSFCS Protected Student Data only to: (a) Forsyth Futures employees with a legitimate educational or administrative need to know; and (b) the Providers, and only for the educational purposes described above;
3. Maintain records identifying all individuals and Providers who receive WSFCS Protected Student Data by virtue of this Agreement, and make such records available to WSFCS upon its request;
4. Inform all Forsyth Futures employees to whom WSFCS Protected Student Data is disclosed of the obligations of this Agreement;
5. Require all Providers to whom WSFCS Protected Student Data will be disclosed to sign a FERPA Compliance Agreement (Provider), and make originally signed agreements available to WSFCS upon request;
6. Destroy all WSFCS Protected Student Data within 90 days of the completion of the Data Contributing Organization Program Component. This obligation to destroy extends to WSFCS Protected Student Data stored electronically, in paper copies, or in any other fashion, and includes data in aggregate form if the aggregation contains personally identifiable educational records. If any program is extended to a new group of students, the obligation to destroy extends to one year after program completion by such students.
7. Indemnify WSFCS, its board members, administrators, employees and agents for any damages, costs, attorney fees, charges, suits, complaints or causes of action of any kind or nature whatsoever resulting from a violation of this Agreement by the Intermediary, its officers, management team, employees, or by any individual or Provider to whom WSFCS Protected Student Data is disclosed.

It is understood and agreed that the Data Contributing Organization Program Component referenced above may continue and expand throughout subsequent school years and/or be provided as an after school experience in future

This Data Sharing Agreement was adapted from the Master Data Sharing Agreement developed by the Johnson Center for Philanthropy at Grand Valley State University

summers or school years. In such event, the terms and conditions of this agreement shall apply to any disclosures by WSFCS to Forsyth Futures, disclosures by Forsyth Futures to Providers and disclosures by Providers to Forsyth Futures.

This Agreement contains the entire agreement of these parties with respect to the disclosure of WSFCS Protected Student Data to Forsyth Futures in connection with the program(s) described above.

Winston-Salem/Forsyth County Schools

By: _____

Its: _____

Date: _____

Forsyth Futures:

By: _____

Its: _____

Date: _____

**WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
WINSTON-SALEM, NC**

AGENDA TITLE: Approval of Move of Elementary School Academy and Lease Agreement with The Crossnore School

AGENDA TOPIC: Approval of Move of Elementary School Academy and Lease Agreement with The Crossnore School and

BACKGROUND INFORMATION:

The WS/FCS currently operates Kingswood School, an alternative school for middle and high school-aged children in Forsyth County on the campus of The Crossnore School ("Crossnore"). Crossnore is located on the property formerly known as The Children's Home. Crossnore was established in 1913 initially with the goal of expanding medical and educational services for children in the rural parts of Western North Carolina. Crossnore acquired The Children's Home and the two entities merged in January 2017, becoming The Crossnore School and Children's Home.

During the 2016-2017 school year, the Elementary School Academy (ESA) program was previously tied to Cook Literacy Model School's number for purposes of reporting to DPI. ESA's number was recently changed to fall under Kingswood's school number, under the overall direction of Kingswood's Principal. However, ESA continued to operate on the campus of Cook Literacy Model School. Staff seeks to move the ESA program to Crossnore to be on the same campus as Kingswood. WS/FCS will execute a lease and operating agreement with Crossnore for an additional \$1,500 per month for the use of their additional facilities (currently paying approximately \$4,500 per month). Under this arrangement, Crossnore will provide day treatment services as well as special education and related services for students in grades K-12.

The School Attorney's Office is in the process of finalizing the terms of the lease and operating agreement with Crossnore. The enclosed draft substantially represents the essential terms of the agreement. It is anticipated that the agreement will be finalized very soon. Therefore, the School Attorney requests that the Board approve the essential terms and expenditures of the proposed contract and authorize the School Attorney to continue to negotiate the remaining terms of the lease and operating agreement.

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Education approve the move of the ESA program to the Crossnore School and Children's Home, approve the expenditures and essential terms of the attached proposed contract, and authorize the School Attorney to negotiate and finalize the remaining terms of the Agreement.

Date: 6/27/2017

**STATE OF NORTH CAROLINA
COUNTY OF FORSYTH**

**LEASE AND OPERATING AGREEMENT
WITH THE CROSSNORE SCHOOL AND
CHILDREN'S HOME**

THIS AMENDED LEASE AND OPERATING AGREEMENT (hereinafter referred to as the "Agreement") is made and effective the date hereunder written, by and between THE CROSSNORE SCHOOL AND CHILDREN'S HOME, a nonprofit corporation ("Crossnore"), the WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION, a public body corporate organized pursuant to the provisions of N.C.G.S. § 115C-40 ("WS/FCS").

WITNESSETH:

WHEREAS, the WS/FCS previously contracted with The Children's Home to provide regular and alternative education services and related services for school-aged students domiciled in Forsyth County;

WHEREAS, in January of 2017, The Children's Home merged with Crossnore and expanded its services to include residential and community foster care and adoption programs, outpatient therapy and expanded educational services;

WHEREAS, Crossnore was founded in 1913 by two doctors seeking in an effort to address the educational and medical needs of children living in the rural mountains of North Carolina and its operation has grown to include a public charter school on its western campus, day treatment and therapeutic services for children, and adoption programs;

WHEREAS, Crossnore acquired the tract and parcel of land located at 1001 Reynolda Road, Winston-Salem, North Carolina previously owned by The Children's Home;

WHEREAS, the parties desire to continue to utilize Crossnore facilities to provide public regular and alternative education services, special education services, day treatment and/or mental health services, and related services for school-age students domiciled in Forsyth County;

WHEREAS, CROSSNORE currently enrolls students ranging from ages five (5) to eighteen (18) and, in the opinion of the professional staff of the WS/FCS, CROSSNORE is an appropriate alternative public educational placement for certain school-age children with and without disabilities and/or mental health diagnoses;

WHEREAS, the WS/FCS is responsible for providing a free, appropriate, public education for children as defined by the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), 20 U.S.C. § 1400, *et seq.*, and its implementing regulations, Article 9 of Chapter 115C of the North Carolina General Statutes, and the North Carolina Department of Public Instruction *Policies Governing Services for Children with Disabilities*;

WHEREAS, pursuant to N.C.G.S. §§ 115C-391, 115C-397.1 and Article 8C of Chapter 115C of the North Carolina General Statutes, the WS/FCS may assign qualifying students to alternative schools or programs;

WHEREAS, Crossnore and the WS/FCS mutually agree the best interests of children are served by the provision of a wide range of services to children with unique needs;

WHEREAS, the parties believe it is in the best interests of both parties and the community to support and maintain continuity of services for children with disabilities and/or mental health diagnoses at Crossnore;

WHEREAS, the parties desire to enter into a Lease and Operating Agreement for the services and activities provided herein; and

NOW THEREFORE, in consideration of the above-referenced premises and promises, the parties hereto agree as follows:

I. Administration and Control.

- A. Alternative Public School Program for School-Age Students.** It is agreed, effective July 1, 2017, the WS/FCS agrees to continue to operate, administer and control an alternative public school, as that term is used and defined in Chapter 115C of the North Carolina General Statutes, in space leased to the WS/FCS by CROSSNORE as set forth below, and CROSSNORE agrees to lease said space to the WS/FCS for the operation of a public school.
- B. Facility Name.** It is further agreed, during the term of this Agreement, the name of the alternative public school on the property of CROSSNORE shall be The Kingswood School at The Children's Home (hereinafter "Kingswood").¹ The name thereafter shall not be changed absent approved by mutual agreement between the WS/FCS pursuant to the requirements and procedure in WS/FCS Board Policy 8120 and the CROSSNORE Board of Trustees (hereinafter the "Trustees"). Pursuant to this agreement, the Trustees specifically authorize the WS/FCS to use the said name to identify the public school located at CROSSNORE premises.
- C. Authority of WS/FCS.** Kingswood shall be an alternative public school operated by the WS/FCS, located on the property of CROSSNORE. All federal, state and local laws applicable to public schools will be applicable to Kingswood unless indicated otherwise by approved waivers.
- D.** All federal, state, local, Board requirements for alternative public schools, and the Policies and Administrative Regulations of the WS/FCS will be followed and met at Kingswood including, but not limited to, curriculum, instructional calendar, transportation, provision of textbooks and related materials, provision of health services, including counseling, compliance with laws and regulations governing the education of students with disabilities, compliance with federal laws governing privacy of student records including the Family Educational Rights and Privacy Act (FERPA), and

¹ A new name for Kingswood is currently under discussion and, once approved by the parties, the new name suggestion will be brought to the Board of Education for approval, pursuant to the process outlined in Policy 8120.

compliance with state laws governing the health and safety of minors and discipline. These requirements will be in effect unless indicated otherwise by approved exemptions and waivers granted by the North Carolina Department of Public Instruction (DPI).

- E. Ancillary Programs.** It is agreed the Trustees shall continue to be the owner and operator of any programs ancillary or additional to the alternative public school program for school aged students operated by the WS/FCS.
- F. General Description of Services – Alternative School.** The WS/FCS agrees to comply with Article 8C of Chapter 115C of the North Carolina General Statutes regarding assignment of qualifying students to Kingswood.
- G. General Description of Services – Students with Disabilities.** The WS/FCS agrees to provide a free appropriate public education, as defined by the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), 20 U.S.C. § 1400, *et seq.*, and its implementing regulations, Article 9 of Chapter 115C of the North Carolina General Statutes, and the North Carolina Department of Public Instruction *Policies Governing Services for Children with Disabilities*, for each school-aged student with a disability enrolled in, assigned to or placed at Kingswood by the WS/FCS. It is understood and agreed the types and level of educational and related services provided by the WS/FCS and its employees and independent contractors to school-age students shall be based on the individual and unique needs of each child with a disability placed or enrolled at Kingswood.
- H. Powers and Authority of Crossnore Board of Trustees.** In accordance with its Articles of Incorporation and Bylaws, the Trustees shall retain the authority to operate ancillary programs, including grant-based programs, and services at Crossnore as defined and described herein. The Trustees shall retain budgetary and fiscal control of its ancillary programs subject to the terms and conditions of this Agreement. It is understood and agreed any and all grants involving students in Kingswood for which the Trustees desire to apply during the term of this Agreement must be agreed upon by an appropriate representative of the WS/FCS prior to the Trustees submitting the grant application.
- In addition, the Trustees shall serve as an advisory council to the WS/FCS concerning the programs and services provided by the WS/FCS at Kingswood. In its capacity as an advisory council, the Trustees shall be encouraged and permitted to review all programs and services provided by the WS/FCS at Kingswood and to advise the WS/FCS on such programs and services as the Trustees deem appropriate.
- I. Employment of Principal.** The parties agree it is in the best interests of the parties to employ one (1) individual to serve as a Principal of the programs operated by the WS/FCS at Kingswood, as that term is defined by Chapter 115C of the North Carolina General Statutes.

J. Responsibilities of Principal. It is understood and agreed the WS/FCS shall employ, upon the recommendation of the Superintendent, and assign a Principal of Kingswood. The Principal shall have all the powers and duties of a Principal pursuant to the laws of the State of North Carolina and the Policies and Administrative Regulations of the WS/FCS.

K. Salary of Principal. The WS/FCS will pay 100% of the salary of the Kingswood Principal with no contribution from CROSSNORE.

L. Appointment of Designees.

- a. CROSSNORE Designee. CROSSNORE shall appoint at least one employee to serve as a liaison between CROSSNORE and the WS/FCS designees named below.
- b. WS/FCS Program Designee. The WS/FCS appoints its Instructional Superintendent be the contact for all programmatic issues arising at Kingswood, including but not limited to: billable services, alternative school programs, day treatment, inpatient therapy and outpatient therapy.
- c. WS/FCS Operations Designee. The WS/FCS appoints the Principal of the Kingswood School to be the contact for all operational issues relating to the use of CROSSNORE property, including but not limited to issues arising pursuant to this Agreement.

II. Public School Lease. For and in consideration of Six Thousand, Forty-One Dollars and 25/100 (\$6,041.25) per month, to be paid August through May, CROSSNORE agrees to lease to the WS/FCS and the WS/FCS agrees to lease from CROSSNORE portions of the Alspaugh Building, Reynolds Building and portions of the Edwards Building (the "Leased Premises") necessary to operate an alternative public school, such buildings being located on the CROSSNORE property. WS/FCS will use these buildings to operate, administer and control an alternative public school for school-age children. The Leased Premises are indicated on a site plan, attached hereto as Exhibit A and incorporated herein by reference as it fully set forth.

III. Budget and Fiscal Control. Effective upon execution of this Agreement, the WS/FCS shall be solely responsible for the budget and fiscal control of The Kingwood School at CROSSNORE.

IV. CROSSNORE Property.

- A. **Physical Description.** CROSSNORE is and shall continue to be the owner of the Leased Premises, which are a part of the CROSSNORE property located at 1001 Reynolda Road, Winston-Salem, North Carolina.
- B. CROSSNORE shall provide sufficient offices, classrooms and related space as available for the public school academic programs and support services. In the event a dispute

arises as to the sufficiency of provided office, classroom and related space pursuant to this Agreement.

- C. **Leased Premises Usage.** The WS/FCS shall have exclusive rights to use classrooms, office space, gymnasium, conference rooms and teacher workrooms necessary to operate Kingswood during the work day and school year for teachers. In the event CROSSNORE utilizes or uses portions of the Leased Premises, such use may only occur with the permission of the WS/FCS and CROSSNORE agrees to return the Premises to their pre-use condition, absent normal and routine wear and tear.
- D. **Common Areas.** The parties shall have the shared and common use of driveways, parking areas, playgrounds, fields, hallways, restrooms, cafeteria, kitchen and other ancillary facilities on the CROSSNORE Property. The WS/FCS agrees, after its use of common areas as defined herein, it shall return such common areas to their pre-use condition, absent normal and routine wear and tear. The WS/FCS further agrees that its students shall be supervised by WS/FCS employees during any use of such common areas.
- E. **CROSSNORE Property Outside the Leased Premises.** CROSSNORE shall allow the use of its grounds, stables, gardens, and other similar property for use by students assigned to Kingswood during the student instructional day. Students must be supervised by WS/FCS employees during such use, and such use must be associated with a class, subject or program being offered at Kingswood. Use of CROSSNORE property outside the Premises must further be supervised by CROSSNORE employees in accordance CROSSNORE rules and procedures and must be approved pursuant to Board of Education Policy 6153.
- F. **Use of Common Areas and Property Outside the Premises.** The Principal and the CROSSNORE Executive Director, or their designees, shall coordinate the use of common areas and property outside the premises.
- G. **WS/FCS Right of First Refusal.** In the event additional space becomes available in the Alspaugh or Edwards buildings, the WS/FCS shall have a right of first refusal to lease such space, in part or in whole, for use by Kingswood School. The WS/FCS will have thirty (30) days from the date it receives notice of the available space to exercise its right of first refusal.

V. **Capital Improvements.**

- A. CROSSNORE shall retain the authority and discretion to make capital improvements to the Premises during the term of this Agreement.
- B. Any improvements made to the Premises by CROSSNORE during the term of this Agreement shall not unreasonably interfere with the operation of a public school by the WS/FCS.

- C. The term “capital improvements” as used herein means and includes, but is not necessarily limited to, additions and major renovations to the facility such as additional classrooms or any type of auxiliary facilities.

VI. Repairs and Maintenance.

- A. By entering into this Agreement, the WS/FCS shall be deemed to have accepted the Leased Premises as being in good, sanitary order, condition and repair.
- B. CROSSNORE agrees, at its sole cost and expense, to keep in good order and condition and repair and/or replace the structural portions of the buildings, the roof and roof membrane, foundations, appurtenances, heating, ventilating and air conditioning equipment, electrical systems, plumbing systems, lighting, elevator, storm drainage and other mechanical systems serving such buildings where the Leased Premises are located, and the Common Areas and exterior walls and windows of said buildings and underground utility and sewer pipes outside of the exterior walls of said buildings. CROSSNORE shall be responsible for repairing any damage to the Leased Premises caused by leaks in the roof, bursting pipes (by freezing or otherwise) or from any defects of the Leased Premises or the consequence thereof.
- C. CROSSNORE agrees, at its sole cost and expense, to perform all routine maintenance and repair inside and outside of the Leased Premises including, but not necessarily limited to:
- a. Ground Maintenance;
 - b. HVAC Maintenance;
 - c. Plumbing Maintenance;
 - d. Electrical Maintenance;
 - e. Carpentry Maintenance; and
 - f. Floor Care.
- D. All work performed by CROSSNORE shall provide for containment of any toxic materials which may be encountered and shall be in strict conformance with OSHA and EPA standards and local building codes and regulations. CROSSNORE shall not use toxic paint or other materials which may emit fumes or odors harmful to WS/FCS students or employees. CROSSNORE or its agents and employees shall have the right to enter the Leased Premises at any reasonable time, upon reasonable notice to WS/FCS (except for emergencies), for the purpose of making repairs necessary for the preservation of the Leased Premises or CROSSNORE property maintained therein. CROSSNORE shall make a reasonable effort to effect such repairs with a minimum of interference to the Leased Premises and the business conducted therein, and, when practicable, all work shall be done after WS/FCS business hours.

- E. **Upgrades, Improvements and Fixtures.** The WS/FCS may install, at its sole cost and expense, any upgrades, improvements or fixtures to the Leased Premises with the permission of CROSSNORE. The WS/FCS agrees that it shall be solely responsible for maintenance and repair of such fixtures, improvements and upgrades during the term of this Agreement. Any fixtures installed by the WS/FCS on the Leased Premises, including carpeting, floor coverings, lighting fixtures other than free-standing lamps, and electrical wiring shall become the property of CROSSNORE upon surrender of the Leased Premises. Any work permitted shall be at the WS/FCS's sole cost and expense and be done in a good and workmanlike manner.
- F. **Custodial Services.** The WS/FCS shall, at its own expense, keep the Leased Premises (interior and exterior including all glass) and appurtenances thereto in good order and in a clean, pleasant, sightly, and sanitary condition. If the WS/FCS fails to do so, CROSSNORE may perform these duties with the WS/FCS hereby agreeing to reimburse CROSSNORE upon ten (10) days request. The WS/FCS shall, at its expense, promptly repair any damage caused to the Leased Premises by its students or staff.
- G. **Repairs and Maintenance Account.** CROSSNORE shall maintain an accounting of all funds paid by the WS/FCS pursuant to this agreement, and hereby agrees that such funds shall only be used for the repair, maintenance, and general upkeep of the Leased Premises.

VII. Termination Due to Facility Non-Maintenance.

- A. In the event CROSSNORE is unable to make major repairs needed and/or required to maintain the safety of WS/FCS students and/or staff or to maintain an educational environment conducive to learning at CROSSNORE due to a lack of funds, the WS/FCS shall provide CROSSNORE a reasonable time, not to exceed thirty (30) calendar days, to cure its non-maintenance, non-replacement and/or non-repair.
- B. In the event CROSSNORE cannot or is otherwise unable to make major repairs upon receipt of notice of non-maintenance, non-replacement and/or non-repair from the WS/FCS, the WS/FCS may terminate this Agreement by providing CROSSNORE ninety (90) calendar days written notice.
- C. In the event of damage to CROSSNORE facility due to fire or other casualty which renders the Leased Premises unsuitable for use as a school facility and said damage cannot be repaired within the amount of the proceeds of insurance, either party may terminate this Agreement by giving the other party ninety (90) calendar days' notice in writing.

VIII. Instructional Materials, Supplies and Equipment.

- A. At a time and place to be agreed upon by the parties, CROSSNORE and the WS/FCS shall mutually designate appropriate staff persons to conduct an inventory of all the books, materials, supplies and equipment at CROSSNORE and to determine which items of personal property are owned by the WS/FCS and by CROSSNORE and used in providing educational and related services to students to be assigned to Kingswood.
- B. CROSSNORE agrees to transfer possession of any and all books, instructional materials, supplies and equipment used exclusively in providing educational and related services school-aged children to the WS/FCS, including but not necessarily limited to, instructional materials, audiovisual equipment, instructional computers, student desks and chairs, maps, and any adaptive equipment for the disabled, and recreational and physical education equipment, except those items of personal property which CROSSNORE has purchased or is purchasing under the provisions of an installment sales or lease/purchase agreement and the vendor still owns or possesses a security, interest or title to the property. In the event this Agreement is terminated, the WS/FCS will transfer possession of items designated as CROSSNORE property at the commencement of this Agreement to CROSSNORE.
- C. The WS/FCS may, in its discretion, and subject to the terms and conditions of any installment sales or lease/purchase agreement, accept possession of the aforesaid equipment and assume and agree to pay the remainder of the sums due to be paid, but if the WS/FCS does not exercise this option to acquire personal property subject to a security interest, CROSSNORE agrees to pay the remainder of the sums due to be paid under any contract in effect on the date of execution of this Agreement, and shall transfer possession of such property to the WS/FCS when and if the said contract is paid in full and the vendor releases any security interest it may have in the property.
- D. The WS/FCS agrees any instructional materials, supplies and equipment transferred by CROSSNORE to the WS/FCS shall be maintained at CROSSNORE unless such are replaced or discarded due to obsolescence or deterioration or a lack of reason for continued use at CROSSNORE exists.
- E. The WS/FCS agrees it shall procure, provide, maintain and repair the instructional materials, supplies and equipment necessary to provide educational and related services to students assigned to Kingswood in accordance with WS/FCS allocation formulas.
- F. It is further agreed either party shall have the authority and discretion to purchase educational and/or supplementary materials, supplies and equipment for students; however, CROSSNORE purchases must be receive prior approval by the WS/FCS.

IX. Utilities.

- A. CROSSNORE shall provide at no cost to the WS/FCS all utilities serving the Leased Premises including, but not limited to, water, sewer, electric, gas, and fuel oil.

- B. The WS/FCS will be solely responsible for telephone, cable and internet services for the Leased Premises.

X. Ancillary Programs and Services.

- A. Effective upon execution of this Agreement, CROSSNORE agrees to operate at its sole expense any ancillary programs and services its Trustees elect to provide, subject to the approval of the WSFCS if such programs involve the students assigned to Kingswood during the student instructional day. CROSSNORE agrees to submit each such program to the WS/FCS for review and approval of student participation in such programs, such agreement which shall not be unreasonably withheld.
- B. As used herein, “ancillary programs” shall be defined as programs and services which are not required in order for students to receive a sound, basic education and for students with disabilities to receive a free, appropriate public education in accordance with the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), 20 U.S.C. § 1400, et. seq., and its implementing regulations, Article 9 of Chapter 115C of the North Carolina General Statutes, and the *Policies Governing Services for Children with Disabilities*.
- C. CROSSNORE may set and charge fees for these services, if allowed by law.

XI. Transportation Services. The WS/FCS shall provide public school transportation services for students assigned to or enrolled in Kingswood as it otherwise provides transportation services to students enrolled in the WS/FCS.

XIII. Food Service.

- A. The WS/FCS Child Nutrition Department will service breakfast and lunch meals in accordance with the National Child Nutrition Program (NCNP) to all Kingswood students on the premises of CROSSNORE.
- B. The WS/FCS through its contracted food service manager (currently Chartwell’s, Inc.), will administer, manage, operate, and provide food services for WS/FCS students assigned to Kingswood on CROSSNORE premises, and outside the premises as agreed upon by the Parties.
- C. The WS/FCS, through its contracted food service manager (currently Chartwell’s, Inc.), will prepare breakfast and lunch for Kingswood students at Whitaker Elementary School and will transport the meals for service each day school is in session for students.
- D. The WS/FCS will require use of the CROSSNORE kitchen for service of meals; specifically, WS/FCS requires the use of the CROSSNORE serving line, refrigeration and freezer units, and hot holding units.

- E. CROSSNORE will maintain and service all equipment and facilities within the kitchen and cafeteria area.
 - F. CROSSNORE will maintain the license and liability of the kitchen space and cafeteria area in accordance with local Health Code.
 - G. Students and faculty of Kingswood will be charged for all meals according to WS/FCS district rules and regulations.
 - H. CROSSNORE agrees to pay for all meals purchased by CROSSNORE staff that attend to Kingswood students and are present during the service period.
 - I. CROSSNORE shall be solely responsible for the payment of all utilities associated with the operation of the cafeteria and kitchen area.
- XIV. Financial and Human Resources Services.** The WS/FCS shall provide human resource services for all WS/FCS employees assigned to Kingswood, including but not limited to, personnel recruitment, pre-employment reference, criminal history and other background checks, selection of personnel, salary administration; and benefits administration.
- XV. Technology and Server Maintenance.** The WS/FCS agrees to equip the Leased Premises with computers and related technology based on the same formula as other schools with the WS/FCS. The WS/FCS further agrees to maintain such computers and technology on the same schedule or in the same manner as it maintains such at other schools within the WS/FCS.
- XVI. Personnel - Staffing and Funding.**
- A. The WS/FCS shall employ, at its expense, and assign to Kingswood administrative and support personnel.
 - B. The WS/FCS shall allocate classified personnel based on WS/FCS staffing allocation formulas.
 - C. The WS/FCS shall provide, at its expense, for the benefit of school-age children with disabilities assigned to Kingswood, if any, related services personnel such as occupational therapists, speech & language therapists, physical therapists, psychologists and social workers as well as central support of the Exceptional Children's Program Director, managers, supervisors and specialists.
 - D. The WS/FCS shall employ, at its expense, and assign to Kingswood licensed special education teachers and special education EC teacher assistants in accordance with WS/FCS staff allocation formulas should such be necessary and proper in the discretion of the WS/FCS.

- E. The WS/FCS shall employ, at its expense, and assign to Kingswood licensed regular education teachers and teacher assistants in accordance with WS/FCS staff allocation formulas should such be necessary and proper in the discretion of the WS/FCS.
- F. In the event CROSSNORE desires to provide a greater number of instructional and/or support staff than allocated by the WS/FCS to Kingswood, the WS/FCS may employ additional staff subject to full reimbursement by CROSSNORE to the WS/FCS for all salary, benefits, and staff development costs for such additional employees. Additional employees must meet all WS/FCS employment screening and verification requirements.
- G. Nothing herein contained shall preclude the WS/FCS, at its expense, from increasing the number of personnel or level of staffing at CROSSNORE at any time.

XVII. Personnel – Training.

- A. The WS/FCS agrees to provide appropriate staff development to WS/FCS employees assigned to Kingswood in the same manner as provided to other WS/FCS employees.
- B. The WS/FCS agrees to provide Non-Violent Crisis Intervention (NCPI) and/or NCI training and relevant staff development opportunities to all faculty and staff members it assigns to Kingswood.
- C. CROSSNORE agrees to provide any and all required mental health and COA required training to staff it assigns to Kingswood or it employs who work with students assigned to Kingswood, including, but not limited to, training in the Sanctuary Model approach.
- D. The parties agree to provide reciprocal training to appropriate employees of the other party regarding use of the CROSSNORE property, the Leased Premises and the Kingswood school programs.

XVIII. Students.

- A. The admission, enrollment, assignment and transfer, discipline and control of public school students to and from CROSSNORE shall be governed by the policies, regulations and practices of the WS/FCS and applicable state and federal law. Students residing on CROSSNORE property may be assigned to Kingswood, but shall have the option of selecting another appropriate WS/FCS school or program as allowed to all students in the WS/FCS.
- B. The WS/FCS may assign up to a maximum of 80 middle school and high school students, as well as elementary students to Kingswood each school year, unless the parties agree otherwise in writing.

- C. The parties agree the WS/FCS may increase the number of students assigned to Kingswood and increase the number of classrooms based on Kingswood's programmatic needs as space becomes available.
- D. It is the intent of the parties to limit class size to fifteen (15) students or fewer, if reasonable and practicable and educationally appropriate.

XIX. Religious Symbols. Prior to the commencement of the public school program for students at Kingswood, CROSSNORE agrees to remove any and all religious symbols, religious quotes, scripture, religious artifacts and items, and any and all other religious references from the Leased Premises. It is understood by the parties religious symbols may be studied as part of the Standard Course of Study for a class taught at Kingswood as allowed by law.

XX. WS/FCS Beverage Contract.

- A. Due to an exclusive pouring rights contract between the WS/FCS and Pepsi Bottling Ventures ("PBV"), CROSSNORE agrees to remove any coolers, beverage vending machines, and beverages from the Leased Premises which are not approved for sale by PBV. CROSSNORE further agrees to remove any signage or advertisements within or on the Leased Premises referring to any bottling vendor or entity other than Pepsi during the term of the WS/FCS exclusive pouring rights contract with PBV.
- B. During the term of such pouring rights contracts, CROSSNORE will allow on the Leased Premises only those coolers, beverage vending machines and beverages approved for sale by the WS/FCS pursuant to such pouring rights contracts. CROSSNORE further agrees to allow signage and advertisements within or on the Leased Premises referring only to the approved bottling vendor or entity.

XXI. Adult Sex Offenders. In accordance with N.C.G.S. § 115C-332.1, CROSSNORE shall annually ensure all employees and/or contracted personnel in direct interaction or contact with WS/FCS students 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 to WS/FCS students under any circumstances. No sex offender shall be allowed on the campus of CROSSNORE pursuant to N.C.G.S. § 14-208.18, except as provided herein.

XXII. Student Sex Offenders.

- A. Pursuant to N.C.G.S. § 14-208.18(g), a student who is a registered sex offender may be present on the campus of CROSSNORE if the juvenile is there to receive medical or mental health services and remains under the direct supervision of a CROSSNORE employee at all times.
- B. Pursuant to N.C.G.S. § 14-208.18(f), a student who is a registered sex offender may be present on the campus of Kingswood School if the WS/FCS Board of Education determines that the student may attend Kingswood School and the student is under the supervision of school personnel at all times.

XXIII. Volunteers. Any person wishing to volunteer on the campus of Kingswood School must first be approved as a volunteer pursuant to the WS/FCS volunteer screening process

XXIV. Insurance and Indemnification.

- A. CROSSNORE agrees to purchase and maintain in force and effect throughout the term of this Agreement the following insurance policies or coverage:
1. Property insurance covering the buildings in which the Leased Premises are located or encompassing the Leased Premises and their contents, as owned by the CROSSNORE, in an amount equal to their replacement costs;
 2. Comprehensive general liability insurance covering those claims, suits or causes of action arising from or out of any wrongful or negligent acts or omissions of CROSSNORE, its agents and/or employees in an amount not less than \$1,000,000.00; and
 3. Motor vehicle liability insurance covering negligent acts or omissions of the CROSSNORE, its agents and employees arising from or out of the operation of any motor vehicles in the course and scope of providing ancillary programs or services at CROSSNORE in an amount not less than \$1,000,000.00.
- B. CROSSNORE agrees to hold the WS/FCS free, harmless and indemnified from and against any claims, suits or causes of action arising from or out of any wrongful and/or negligent act, error or omission of CROSSNORE, its Board of Directors, its agents or employees to the extent covered by CROSSNORE' liability insurance.
- C. The WS/FCS agrees to purchase and maintain a comprehensive general liability insurance policy covering wrongful and/or negligent acts, errors and omissions of the WS/FCS, its agents and employees in an amount of not less than one million dollars (\$1,000,000).
- D. The WS/FCS agrees to hold CROSSNORE free, harmless and indemnified from and against any claims, suits or causes of action arising from or out of any wrongful and/or negligent act, error or omission of the WS/FCS, its agents and employees to the extent covered by the WS/FCS liability insurance.

XXV. CABHA Status. CROSSNORE agrees, during the term of this Agreement and any subsequent renewals thereto, it shall maintain no less than its current CABHA status or the then current highest mental health status recognized in North Carolina.

XXVI. Treatment Services. Inpatient and outpatient treatment services shall not be governed by this Agreement. The parties will maintain an annual Memorandum of Agreement setting out details relating to the treatment services that shall be provided by each organization.

XXVII. Periodic Review of Agreement. The parties agree its representatives will periodically meet to review the efficacy and success of this Agreement. Specifically, the parties agree their designated representatives will endeavor to meet no later than June 30 of each year this Agreement remains in effect.

XXVIII. Term and Termination.

- A. The initial term of this Agreement is and shall be one (1) year, effective July 1, 2017, and ending June 30, 2018.
- B. This Agreement shall be automatically renewed for additional and successive terms of one (1) calendar year unless a party gives notice of nonrenewal in writing ninety (90) calendar days in advance of the expiration of the initial or any succeeding term.
- C. This Agreement may be terminated by either party by giving written notice of termination not less than six (6) calendar months in advance of termination stating the reason for termination, and by the WS/FCS subject to Article X hereinabove.

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

THE CROSSNORE SCHOOL AND
CHILDREN'S HOME

WINSTON-SALEM/FORSYTH COUNTY
BOARD OF EDUCATION

By: _____
Brett Loftis, CEO

By: _____
Dana Caudill Jones, Chairperson

Attest: _____

Attest: _____
Beverly Emory, Superintendent

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
Winston-Salem, NC

AGENDA TITLE: Approval of Agile Mind Educational Holdings, Inc. Contracts

AGENDA TOPIC: Approval of Agile Mind Educational Holdings, Inc. Contract for
Winston-Salem Preparatory Academy and Carver High School

BACKGROUND INFORMATION:

Winston-Salem Preparatory Academy and Carver High School wish to enter into a contract with Agile Mind Educational Holdings, Inc. ("Agile Mind") to license certain mathematical online learning programs for students, according to the attached contract proposal. Agile Mind would provide an Intensified Math I and Agile assessments for 2017-2018, instructional materials for students and teachers, as well as professional development opportunities for school staff.

The total amount of the contract for Winston-Salem Preparatory Academy is \$19,420 and the total amount of the contract for Carver High School is \$23,130. However, the professional development portion of each contract is \$12,000. Both contracts will be funded from Title I School Improvement Grant funds. According to Policy 3330, contracts for staff development exceeding \$10,000 must be approved by the Board. This contract exceeds this threshold and, therefore, requires Board approval.

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Education approve the attached contracts with Winston-Salem Preparatory Academy and Carver High School between Agile Mind Educational Holdings, Inc. for the work described therein.

Date: 06-13-17

P:\Law3\Agenda\Agile Mind (WSPA and Carver) - 6.13.17.doc



WINSTON-SALEM/FORSYTH COUNTY SCHOOLS

SC 1L – STANDARD CONTRACT FOR SERVICES

THIS AGREEMENT is made this the 1ST day of JULY, 2016 by and between Winston-Salem/Forsyth County Board of Education ("WS/FCS"), a public body corporate, and (NAME OF BUSINESS ENTITY/PERSON TO WHOM CHECK WILL BE MADE PAYABLE) AGILE MIND EDUCATIONAL HOLDINGS, INC., hereinafter referred to as the Contractor, as follows:

WITNESSETH:

1. Description. Complete description of services to be provided by Contractor to WS/FCS: The terms and conditions under which District has agreed to license certain computer-based on-line learning programs, tools, and services of Agile Mind that the company makes available via access to Agile Mind's Internet servers ("Services").

2. Term. The term and/or schedule for provision of the Contractor's Services shall commence on (date): July 1, 2017 and shall be completed no later than (date): June 30, 2018, OR on another schedule as described herein: N/A.

3. Consideration. In consideration of the satisfactory performance and completion of the services described above WS/FCS agrees to pay the Contractor as follows:

- ☒ A FIXED fee of \$23,130.00 to be billed in one lump sum upon satisfactory completion of the services set forth hereinabove.
- ☐ A VARIABLE fee, not to exceed \$0.00, to be billed in one lump sum upon satisfactory completion of the services set forth hereinabove.
- ☐ A VARIABLE fee, not to exceed \$0.00 for the duration of the contract, to be billed in monthly progress installments until the term of the contract expires or the total value of the contract is reached, whichever comes first.
- ☐ A FLAT MONTHLY fee of \$0.00 per month for a maximum of 0 months, payable upon presentation of an invoice setting forth the date(s) of service and a description of services provided sufficient to determine compliance with this Agreement, the total of all payments not to exceed \$0.00 for the duration of this Agreement.
- ☐ A DAILY fee of \$0.00 per day for a maximum of 0 days payable upon presentation of an invoice setting forth the total days and the specific dates the above-described services were performed and a description of services provided sufficient to determine compliance with this Agreement, the total of all payments not to exceed \$0.00 for the duration of this Agreement.
- ☐ An HOURLY rate of \$0.00 per hour for a maximum of 0.00 hours, payable upon presentation of an invoice setting forth the total hours and the specific hours the above-described services were performed and a description of services provided sufficient to determine compliance with this Agreement, the total of all payments not to exceed \$0.00 for the duration of this Agreement.

4. Reimbursement. WS/FCS agrees to reimburse the Contractor for the following expenses IN ADDITION TO THE CHARGES IN SECTION 3 ABOVE:

- ☒ Not applicable – No reimbursement of expenses is to be paid, OR expenses are included in basic charges outlined above in Section 3.
- ☐ Mileage at the rate of 0.0 cents per mile (not to exceed IRS-approved maximum).
- ☐ Airfare, not to exceed a total of \$0.00 for the duration of the engagement.
- ☐ Food and lodging, total not to exceed \$0.00 (not to exceed the State Rates for Out-Of-State travel; see schedule)
- ☐ Other reimbursable expenses not to exceed \$0.00. Please describe: _____

5. Indemnity to Contractor. The Contractor shall indemnify and hold harmless the WS/FCS against any loss or liability which the WS/FCS may sustain by reason of this Agreement or any liability arising herefrom.

6. Annual Sex Offender Registry Check. In accordance with N.C.G.S. § 115C-332.1, Contractor shall annually ensure all employees and/or contracted personnel in direct interaction or contact with WS/FCS students 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.

7. Cancellation or Re-scheduling of Services and Termination. In the event that the Contractor is unable to perform the services described herein due to personal illness, injury or an act of God, the parties agree that WS/FCS, in its discretion, may: (1) re-schedule the services to a future date(s) mutually agreeable to the parties; provided, however, that the services shall be completed no later than June 30, 2018 or (2) cancel the services/event and terminate this agreement.

8. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days written notice to the last known address of the other party. In the event of termination by the Contractor, the Contractor shall, within ten (10) calendar days of the termination, refund any and all sums paid to it by the WS/FCS.

9. Independent Contractor Status. It is understood and agreed the Contractor is an independent contractor and not an employee of the WS/FCS. The Contractor understands and agrees it is responsible for payment of all state and federal income taxes, social security taxes and any other taxes that are legally obligated to be paid as a result of the compensation paid and received under this Agreement. The Contractor further understands and agrees it is not eligible to receive any of the employment benefits provided by the WS/FCS to its full time employees, including but not necessarily limited to: Medical and Hospitalization Insurance, Dental Insurance, Life Insurance, Disability Salary Continuation, Retirement Compensation, Annual Leave, Sick Leave, etc.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered in the presence of:

ON BEHALF OF WS/FCS:

By: Kerry S. Crutchfield
 Printed Name: KERRY S. CRUTCHFIELD
 Title: Principal, Carver HS
 Office Telephone: 336-727-2987
 Maximum Estimated Total Cost of Contract (REQUIRED): \$23,130.00
 Budget Acct# (REQUIRED): 3-5330-117-418-330

CONTRACTOR: IMPORTANT!

THIS SECTION MUST BE COMPLETE AND ACCURATE.

Federal Tax EIN# (or SS#) of COMPANY OR FIRM: _____

Address: 1705 W. Northwest Hwy Suite 160

City, St., Zip: Grapevine, TX 76051

AUTHORIZED SIGNATURE: _____

Printed Name: NEIL READ

Title: CONTROLLER

ATTORNEY REVIEW:

Approved as to form and legality this the 5 day of

June, 20 17

By: [Signature]

FINANCE PRE-AUDIT:

"This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act."

By: _____

Date: _____

For Contracts Regarding School Special Funds Only.

FINANCIAL REVIEW/APPROVAL:

This Contract and the use of Special Funds of Individual Schools therefore is approved this the _____ day of _____, 20__.

By: _____

Call the Winston-Salem/Forsyth County School Board Attorney's Office or the Financial Services Department if you have any questions about the use of this form.

Under G.S. 115C-441, contracts which are not properly preaudited by the appropriate financial authority are invalid and may not be enforced.

AGILE MIND™ – (Agile Mind Educational Holdings, Inc.)

SERVICES AGREEMENT

This services agreement (this "Agreement") is entered into as of July 1, 2017 between Winston-Salem/Forsyth County Schools – Carver High School ("District") and Agile Mind Educational Holdings, Inc. ("Agile Mind").

This Agreement describes the terms and conditions under which District has agreed to license certain computer-based on-line learning programs, tools, and services of Agile Mind that the company makes available via access to Agile Mind's Internet servers ("Services").

1. PURCHASE OF SERVICES; PRICE

- a. District agrees to obtain the Services in the subjects specified below for the specified number of students, teachers, and campuses for the following fees: \$23,130.

Intensified Math I & Agile Assessment – 3 teachers and 90 students

Attendance at an Agile Mind Institute or regional seminar for teachers and leaders

4 Full-day onsite advisor services

- b. Subject to the terms and conditions of this Agreement, Agile Mind grants to District a limited, non-exclusive license to use the Services as specified in paragraph 1.a. during the term of this Agreement. Use of the Services includes access to and use of materials on portions of the Agile Mind Web site for those Services ("Web site") (including use of materials available for printing on the Web site). District will be licensed to (and may use) the Services only for the number of students and teachers and only for the campuses and subjects specified in paragraph 1.a., except that (i) parents of the authorized students may use the Services to assist the students and (ii) school administrators at the campuses may use the Services to perform their administrator job responsibilities. As part of these conditions, District agrees that District will not, and will not authorize students or teachers (or parents or administrators) to:
 - Print or make additional photocopies or electronic copies of Web or printed pages for anyone, including students or teachers, unless those copies are for and essential to the instructional progress of a teacher or student authorized to use the Services,
 - Download, distribute or otherwise make available any part of any Agile Mind Web site, except for the downloading and printing of authorized materials for use by the authorized teachers and students (and the parents and administrators) as described in paragraph 1.a., or
 - Share or distribute passwords or access codes.
- c. District may use the Services, the Web site, and any materials available on or printed from the Web site only as expressly permitted in this Agreement.
- d. The Services provided pursuant to the Initial Term of this Agreement shall be provided through June 30, 2018. The Initial Term of this Agreement shall terminate on June 30, 2018 provided that on July 1, 2018 and each successive July 1 thereafter, this Agreement shall renew for a successive additional one year period unless either party, at least thirty (30) days prior, gives written notice of termination prior to such renewal date.
- e. District will remit the fees specified above directly to PO Box 847376, Dallas, TX 75284-7376. In addition, District will pay any sales, use and similar taxes relating to the Services. Proof of exemption from those taxes must be on file with Agile Mind for any order to be treated as exempt from those taxes. District will pay the fees and taxes within Fifteen (15) days from the date of invoice.

2. RETENTION OF RIGHTS

The Services, together with the Web site and the software, content, data, and other materials used or made available by Agile Mind in providing the Services and any information in or derived from the foregoing (collectively, "Related

Materials"), are proprietary and confidential to Agile Mind. District, including its teachers and students (together with the students' parents and administrators), may use (and agrees to use) the Services and Related Materials only as specified in this Agreement, and agrees not to make any other use or any disclosure of the Services or Related Materials. As part of this obligation, District may not modify, redistribute, sell, decompile or reverse engineer the Related Materials, or otherwise reduce any portion of the software included in the Related Materials to a human-perceivable form or seek to derive or use any algorithms, concepts, techniques, processes or methods embodied in the software. Agile Mind retains all rights as to the Services and Related Materials (including copyright, trade secret, trademark and other intellectual property rights), and any implied rights are excluded and disclaimed.

3. AUTHORIZATIONS

Agile Mind represents and warrants that it is authorized to execute and perform this Agreement and that the individual signing for Agile Mind is authorized to sign on behalf of Agile Mind. District represents and warrants that it is authorized to execute and perform this Agreement and that the individual signing for District is authorized to sign on behalf of District.

4. INDEMNIFICATION

District acknowledges that it is responsible for the use of the Services and Related Materials by District and its teachers and students (together with the students' parents and administrators), including compliance with District's own policies and procedures relating to the Internet. To the extent permitted by applicable law, District agrees to indemnify, hold harmless and (at Agile Mind's request) defend Agile Mind from any cause of action or other claim that arises from such use of the Services and Related Materials.

5. CONFIDENTIALITY

Neither party shall disclose this Agreement or any of its terms and conditions to any third party without prior written notice to the other party, except to the extent a party is obligated by law or by a court of competent jurisdiction to make a disclosure, provided that the party subject to the obligation to disclose promptly notifies the other party and reasonably cooperates with the other party to limit the disclosure and use of the Agreement or its terms and conditions. In addition, a party may disclose this Agreement or its terms and conditions to actual or potential acquirers of, investors in, or sources of financing for all or any part of the party.

6. WARRANTY DISCLAIMER

Agile Mind will use commercially reasonable efforts to have the Services purchased by District conform in all material respects to the functional description of the Services on the Web site from which the Services are provided. The Services and Related Materials are otherwise provided "as is." AGILE MIND DISCLAIMS ANY WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

7. LIMITATION OF LIABILITY

Neither Agile Mind nor any licensor, content provider, supplier, service provider, trainer, consultant or other third party associated with Agile Mind will be liable (under any legal theory), for damages or otherwise, in an amount that exceeds the payments actually made by District to Agile Mind under this Agreement. In any event, neither Agile Mind nor any such associated third party will be liable for incidental, consequential, indirect, special or other non-direct damages, or any lost profits or revenue, in connection with the Services or this Agreement.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement relating to the subject matter hereof, superseding any earlier or contemporaneous understandings, covenants, conditions, representations, warranties, or other agreements (oral, written or otherwise). Each party acknowledges that it is not relying on any understandings, covenants, conditions, representations, warranties, or agreements other than as expressly set forth in this Agreement. Any modifications or amendments to this Agreement must be in writing signed by a duly authorized agent or representative of Agile Mind

and District. As part of the foregoing, any contrary, inconsistent, or additional terms incorporated in any purchase order or other documents will not supersede the terms and conditions of this Agreement.

9. TERMINATION OF AGREEMENT

Either party may terminate this Agreement, with or without cause, in accordance with Section 1.d above. Sections 2 and 4-12 will survive expiration or termination of this Agreement. Termination or expiration will not affect Agile Mind's right to payment for (and District will pay) fees and other amounts, including fees for the Services, for the period before expiration or earlier termination.

10. NON-ASSIGNMENT OF AGREEMENT

District may not (and shall not) assign or otherwise transfer this Agreement or any right under this Agreement or grant any sublicense of any right under this Agreement. Any attempted assignment, transfer, or sublicense shall be void. Agile Mind may assign or otherwise transfer this Agreement but only as part of a merger, asset sale or other transfer involving the portion of Agile Mind's business to which this Agreement relates.

11. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the State of Delaware. Any action or proceeding brought by either party against the other arising out of or relating to this Agreement shall be brought only in a state or federal court of competent jurisdiction in the State of Delaware.

12. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person, by US Mail, or Federal Express or equivalent carrier at the following address:

If to Agile Mind, Inc.:

Agile Mind, Inc.
ATTN: Laurie Mayhan
866-284-4655
Fax: 817-442-8351
lmayhan@agilemind.com

1705 W. Northwest Hwy
Suite 160
Grapevine, TX 76051

If to District:

School or District Name: _____

ATTN: _____

Street: _____

City/State/Zip: _____

ACKNOWLEDGED AND AGREED:

Agile Mind

District:

Signature

Signature

Neil Read
Print Name

Print Name

Controller
Title

Title

Phone

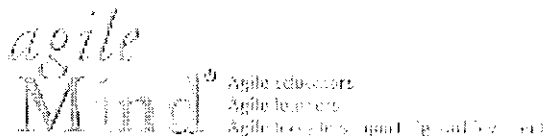
E-Mail

Additional Information Requested:

District or Campus Project Director	
Designated person(s) who will serve as the principal or sole contact and coordinator for Agile Mind at the district and/or campus level. Agile Mind team members will work directly with the project director during the implementation and enactment of Agile Mind.	
Name	
Title	
Phone	
Email	

District or Campus Technology Contact	
Designated person(s) who will serve as the technology contact(s) at the district and/or campus level. Agile Mind team members will work directly with the technologist to ensure that district office and participating campus sites have the required technology infrastructure in place in order to successfully use Agile Mind.	
Name	
Title	
Phone	
Email	

District or Campus Billing Contact	
Designated person(s) who will serve as the billing contact(s) at the district and/or campus level. Agile Mind will send all invoice and billing information to this contact(s).	
Name	
Title	
Phone	
Email	



Quote for Services

From: Agile Mind, Inc.
1705 West NW Highway, Ste. 160
Grapevine, TX 76051
Office: 817.442.8351

Contact:
John Dunson
jdunson@agilemind.com
Office: 678.997.7185

Date: December 15, 2016

To: Velvet Simington
Mathematics Coordinator
Winston-Salem/Forsyth County Schools – Carver High School
3545 Carver School Road
Winston-Salem, NC 27105

Program Description		
Intensified Math I & Agile Assessment for SY 2017-18		
Scope of Programs and Services		
Instructional materials for 90 Students and 3 Teachers		
Quantity	Price Per	Price
90 Student Licenses of Intensified Math I & Agile Assessment	\$10	\$900
3 Teacher Licenses of Intensified Math I	\$3,410	\$10,230
4 On-Site Advisor Service Days	\$3,000	\$12,000
Total		\$23,130
Notes: - Pricing for teacher and student enrollment levels identified above. Additional Students or Teacher cohorts will incur incremental fees. - Agile Mind retains all rights as to the Services and Related Materials including copyright, trade secret, trademark and other intellectual property rights. - Valid for access for the 2017-2018 school year.		
<i>All services are subject to, Program access or Services will not be delivered until Purchase Order is received.</i>		

Name

District Title

Date

Return completed Contract and Purchase Order to:
Agile Mind, Inc.

ATTN: Laurie Mayhan
Phone: 866-284-4655

lmayhan@agilemind.com
Fax: 817-442-8351

CC: jdunson@agilemind.com



WINSTON-SALEM/FORSYTH COUNTY SCHOOLS

SC 1 – STANDARD CONTRACT FOR SERVICES

THIS AGREEMENT is made this the 19TH day of APRIL, 2017 by and between Winston-Salem/Forsyth County Board of Education ("WS/FCS"), a public body corporate, and (NAME OF BUSINESS ENTITY/PERSON TO WHOM CHECK WILL BE MADE PAYABLE) AGILE MIND EDUCATIONAL HOLDINGS, INC., hereinafter referred to as the Contractor, as follows:

WITNESSETH:

1. **Description.** Complete description of services to be provided by Contractor to WS/FCS: Intensified Math 1 & Agile Assessment - 2 teachers and 80 students; Attendance at an Agile Mind Institute or regional seminar for teachers and leaders; 4 full day onsite advisor services.

2. **Term.** The term and/or schedule for provision of the Contractor's Services shall commence on (date): July 1, 2017 and shall be completed no later than (date): June 30, 2018, OR on another schedule as described herein: _____.

3. **Consideration.** In consideration of the satisfactory performance and completion of the services described above WS/FCS agrees to pay the Contractor as follows:

- ☒ A FIXED fee of \$19,420.00 to be billed in one lump sum upon satisfactory completion of the services set forth hereinabove.
- ☐ A VARIABLE fee, not to exceed \$0.00, to be billed in one lump sum upon satisfactory completion of the services set forth hereinabove.
- ☐ A VARIABLE fee, not to exceed \$0.00 for the duration of the contract, to be billed in monthly progress installments until the term of the contract expires or the total value of the contract is reached, whichever comes first.
- ☐ A FLAT MONTHLY fee of \$0.00 per month for a maximum of 0 months, payable upon presentation of an invoice setting forth the date(s) of service and a description of services provided sufficient to determine compliance with this Agreement, the total of all payments not to exceed \$0.00 for the duration of this Agreement.
- ☐ A DAILY fee of \$0.00 per day for a maximum of 0 days payable upon presentation of an invoice setting forth the total days and the specific dates the above-described services were performed and a description of services provided sufficient to determine compliance with this Agreement, the total of all payments not to exceed \$0.00 for the duration of this Agreement.
- ☐ An HOURLY rate of \$0.00 per hour for a maximum of 0.00 hours, payable upon presentation of an invoice setting forth the total hours and the specific hours the above-described services were performed and a description of services provided sufficient to determine compliance with this Agreement, the total of all payments not to exceed \$0.00 for the duration of this Agreement.

4. **Reimbursement.** WS/FCS agrees to reimburse the Contractor for the following expenses IN ADDITION TO THE CHARGES IN SECTION 3 ABOVE:

- ☒ Not applicable – No reimbursement of expenses is to be paid, OR expenses are included in basic charges outlined above in Section 3.
- ☐ Mileage at the rate of 0.0 cents per mile (not to exceed IRS-approved maximum).
- ☐ Airfare, not to exceed a total of \$0.00 for the duration of the engagement.
- ☐ Food and lodging, total not to exceed \$0.00 (not to exceed the State Rates for Out-Of-State travel; see schedule)
- ☐ Other reimbursable expenses not to exceed \$0.00. Please describe: _____

5. **Indemnity to Contractor.** The Contractor shall indemnify and hold harmless the WS/FCS against any loss or liability which the WS/FCS may sustain by reason of this Agreement or any liability arising herefrom.

6. **Annual Sex Offender Registry Check.** In accordance with N.C.G.S. § 115C-332.1, Contractor shall annually ensure all employees and/or contracted personnel in direct interaction or contact with WS/FCS students 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.

7. **Cancellation or Re-scheduling of Services and Termination.** In the event that the Contractor is unable to perform the services described herein due to personal illness, injury or an act of God, the parties agree that WS/FCS, in its discretion, may: (1) re-schedule the services to a future date(s) mutually agreeable to the parties; provided, however, that the services shall be completed no later than _____ or (2) cancel the services/event and terminate this agreement.

8. **Termination.** This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days written notice to the last known address of the other party. In the event of termination by the Contractor, the Contractor shall, within ten (10) calendar days of the termination, refund any and all sums paid to it by the WS/FCS.

9. **Independent Contractor Status.** It is understood and agreed the Contractor is an independent contractor and not an employee of the WS/FCS. The Contractor understands and agrees it is responsible for payment of all state and federal income taxes, social security taxes and any other taxes that are legally obligated to be paid as a result of the compensation paid and received under this Agreement. The Contractor further understands and agrees it is not eligible to receive any of the employment benefits provided by the WS/FCS to its full time employees, including but not necessarily limited to: Medical and Hospitalization Insurance, Dental Insurance, Life Insurance, Disability Salary Continuation, Retirement Compensation, Annual Leave, Sick Leave, etc.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered in the presence of:

ON BEHALF OF WS/FCS:

By: Richard Watts
 Printed Name: RICHARD WATTS
 Title: Principal
 Office Telephone: (336)703-6732
 Maximum Estimated Total Cost of Contract (REQUIRED): \$19,420.00
 Budget Acct# (REQUIRED): 3-5330-105-418-568

CONTRACTOR: IMPORTANT!
THIS SECTION MUST BE COMPLETE AND ACCURATE.

Federal Tax EIN# (or SS#) of COMPANY OR FIRM: 27-0008203
 Address: 1705 W. NORTHWEST HWY
 City, St., Zip: GRAPEVINE, TX 76051
 AUTHORIZED SIGNATURE: Neil Read
 Printed Name: Neil Read
 Title: Controller

Call the Winston-Salem/Forsyth County School Board Attorney's Office or the Financial Services Department if you have any questions about the use of this form. (APPROVAL SIGNATURES ON NEXT PAGE.)

Under G.S. 115C-441, contracts which are not properly preaudited by the appropriate financial authority are invalid and may not be enforced.



WINSTON-SALEM/FORSYTH COUNTY SCHOOLS SC 1 - CONTRACT FOR SERVICES

ATTORNEY REVIEW: Approved as to form and legality this the _____ day of _____, 20 _____. By: _____	FINANCE PRE-AUDIT: "This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act." By: _____ Date: _____	<u>For Contracts Regarding School Special Funds Only.</u> FINANCIAL REVIEW/APPROVAL: This Contract and the use of Special Funds of Individual Schools therefore is approved this the _____ day of _____, 20 _____. By: _____
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Call the Winston-Salem/Forsyth County School Board Attorney's Office or the Financial Services Department if you have any questions about the use of this form.

AGILE MIND™ – (Agile Mind Educational Holdings, Inc.)

SERVICES AGREEMENT

This services agreement (this "Agreement") is entered into as of July 1, 2017 between Winston-Salem/Forsyth County Schools -- Preparatory Academy ("District") and Agile Mind Educational Holdings, Inc. ("Agile Mind"). This Agreement describes the terms and conditions under which District has agreed to license certain computer-based on-line learning programs, tools, and services of Agile Mind that the company makes available via access to Agile Mind's Internet servers ("Services").

1. PURCHASE OF SERVICES; PRICE

- a. District agrees to obtain the Services in the subjects specified below for the specified number of students, teachers, and campuses for the following fees: \$19,420.

Intensified Math I & Agile Assessment – 2 teachers and 60 students
Attendance at an Agile Mind Institute or regional seminar for teachers and leaders
4 Full-day onsite advisor services

- b. Subject to the terms and conditions of this Agreement, Agile Mind grants to District a limited, non-exclusive license to use the Services as specified in paragraph 1.a. during the term of this Agreement. Use of the Services includes access to and use of materials on portions of the Agile Mind Web site for those Services ("Web site") (including use of materials available for printing on the Web site). District will be licensed to (and may use) the Services only for the number of students and teachers and only for the campuses and subjects specified in paragraph 1.a., except that (i) parents of the authorized students may use the Services to assist the students and (ii) school administrators at the campuses may use the Services to perform their administrator job responsibilities. As part of these conditions, District agrees that District will not, and will not authorize students or teachers (or parents or administrators) to:

- Print or make additional photocopies or electronic copies of Web or printed pages for anyone, including students or teachers, unless those copies are for and essential to the instructional progress of a teacher or student authorized to use the Services,
- Download, distribute or otherwise make available any part of any Agile Mind Web site, except for the downloading and printing of authorized materials for use by the authorized teachers and students (and the parents and administrators) as described in paragraph 1.a., or
- Share or distribute passwords or access codes.

- c. District may use the Services, the Web site, and any materials available on or printed from the Web site only as expressly permitted in this Agreement.
- d. The Services provided pursuant to the Initial Term of this Agreement shall be provided through June 30, 2018. The Initial Term of this Agreement shall terminate on June 30, 2018 provided that on July 1, 2018 and each successive July 1 thereafter, this Agreement shall renew for a successive additional one year period unless either party, at least thirty (30) days prior, gives written notice of termination prior to such renewal date.
- e. District will remit the fees specified above directly to PO Box 847376, Dallas, TX 75284-7376. In addition, District will pay any sales, use and similar taxes relating to the Services. Proof of exemption from those taxes must be on file with Agile Mind for any order to be treated as exempt from those taxes. District will pay the fees and taxes within Fifteen (15) days from the date of invoice.

2. RETENTION OF RIGHTS

The Services, together with the Web site and the software, content, data, and other materials used or made available by Agile Mind in providing the Services and any information in or derived from the foregoing (collectively, "Related

Materials"), are proprietary and confidential to Agile Mind. District, including its teachers and students (together with the students' parents and administrators), may use (and agrees to use) the Services and Related Materials only as specified in this Agreement, and agrees not to make any other use or any disclosure of the Services or Related Materials. As part of this obligation, District may not modify, redistribute, sell, decompile or reverse engineer the Related Materials, or otherwise reduce any portion of the software included in the Related Materials to a human-perceivable form or seek to derive or use any algorithms, concepts, techniques, processes or methods embodied in the software. Agile Mind retains all rights as to the Services and Related Materials (including copyright, trade secret, trademark and other intellectual property rights), and any implied rights are excluded and disclaimed.

3. AUTHORIZATIONS

Agile Mind represents and warrants that it is authorized to execute and perform this Agreement and that the individual signing for Agile Mind is authorized to sign on behalf of Agile Mind. District represents and warrants that it is authorized to execute and perform this Agreement and that the individual signing for District is authorized to sign on behalf of District.

4. INDEMNIFICATION

District acknowledges that it is responsible for the use of the Services and Related Materials by District and its teachers and students (together with the students' parents and administrators), including compliance with District's own policies and procedures relating to the Internet. To the extent permitted by applicable law, District agrees to indemnify, hold harmless and (at Agile Mind's request) defend Agile Mind from any cause of action or other claim that arises from such use of the Services and Related Materials.

5. CONFIDENTIALITY

Neither party shall disclose this Agreement or any of its terms and conditions to any third party without prior written notice to the other party, except to the extent a party is obligated by law or by a court of competent jurisdiction to make a disclosure, provided that the party subject to the obligation to disclose promptly notifies the other party and reasonably cooperates with the other party to limit the disclosure and use of the Agreement or its terms and conditions. In addition, a party may disclose this Agreement or its terms and conditions to actual or potential acquirers of, investors in, or sources of financing for all or any part of the party.

6. WARRANTY DISCLAIMER

Agile Mind will use commercially reasonable efforts to have the Services purchased by District conform in all material respects to the functional description of the Services on the Web site from which the Services are provided. The Services and Related Materials are otherwise provided "as is." AGILE MIND DISCLAIMS ANY WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

7. LIMITATION OF LIABILITY

Neither Agile Mind nor any licensor, content provider, supplier, service provider, trainer, consultant or other third party associated with Agile Mind will be liable (under any legal theory), for damages or otherwise, in an amount that exceeds the payments actually made by District to Agile Mind under this Agreement. In any event, neither Agile Mind nor any such associated third party will be liable for incidental, consequential, indirect, special or other non-direct damages, or any lost profits or revenue, in connection with the Services or this Agreement.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement relating to the subject matter hereof, superseding any earlier or contemporaneous understandings, covenants, conditions, representations, warranties, or other agreements (oral, written or otherwise). Each party acknowledges that it is not relying on any understandings, covenants, conditions, representations, warranties, or agreements other than as expressly set forth in this Agreement. Any modifications or amendments to this Agreement must be in writing signed by a duly authorized agent or representative of Agile Mind

and District. As part of the foregoing, any contrary, inconsistent, or additional terms incorporated in any purchase order or other documents will not supersede the terms and conditions of this Agreement.

9. TERMINATION OF AGREEMENT

Either party may terminate this Agreement, with or without cause, in accordance with Section 1.d above. Sections 2 and 4-12 will survive expiration or termination of this Agreement. Termination or expiration will not affect Agile Mind's right to payment for (and District will pay) fees and other amounts, including fees for the Services, for the period before expiration or earlier termination.

10. NON-ASSIGNMENT OF AGREEMENT

District may not (and shall not) assign or otherwise transfer this Agreement or any right under this Agreement or grant any sublicense of any right under this Agreement. Any attempted assignment, transfer, or sublicense shall be void. Agile Mind may assign or otherwise transfer this Agreement but only as part of a merger, asset sale or other transfer involving the portion of Agile Mind's business to which this Agreement relates.

11. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the State of Delaware. Any action or proceeding brought by either party against the other arising out of or relating to this Agreement shall be brought only in a state or federal court of competent jurisdiction in the State of Delaware.

12. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person, by US Mail, or Federal Express or equivalent carrier at the following address:

If to Agile Mind, Inc.:

Agile Mind, Inc.
ATTN: Laurie Mayhan
866-284-4655
Fax: 817-442-8351
lmayhan@agilemind.com

1705 W. Northwest Hwy
Suite 160
Grapevine, TX 76051

If to District:

School or District Name: WBFCS

ATTN: Richard Watts

Street: 1215 N. Cameron Avenue

City/State/Zip: Winston-Salem/NC/27101

Additional Information Requested:

ACKNOWLEDGED AND AGREED:

Agile Mind

District: WSFCS

Signature

Signature

Neil Read

Richard Watts

Print Name

Print Name

Controller

Principal

Title

Title

336-703-6732

Phone

rwatts@wsfcs.k12.nc.us

E-Mail

Additional Information Requested:

District or Campus Project Director	
Designated person(s) who will serve as the principal or sole contact and coordinator for Agile Mind at the district and/or campus level. Agile Mind team members will work directly with the project director during the implementation and enactment of Agile Mind.	
Name	Richard Watts
Title	Principal
Phone	336-703-6732
Email	rwatts@wsfcs.k12.nc.us

District or Campus Technology Contact	
Designated person(s) who will serve as the technology contact(s) at the district and/or campus level. Agile Mind team members will work directly with the technologist to ensure that district office and participating campus sites have the required technology infrastructure in place in order to successfully use Agile Mind.	
Name	Brian Cooper
Title	Technologist
Phone	336-703-6732
Email	bccooper@wsfcs.k12.nc.us

District or Campus Billing Contact	
Designated person(s) who will serve as the billing contact(s) at the district and/or campus level. Agile Mind will send all invoice and billing information to this contact(s).	
Name	Layonda Floyd
Title	Financial Secretary
Phone	336-703-6732
Email	lfloyd@wsfcs.k12.nc.us

From: Agile Mind, Inc.
1705 West NW Highway, Ste. 160
Grapevine, TX 76051
Office: 817.442.8351

Contact:
John Dunson
jdunson@agilemind.com
Office: 678.997.7185

Date: April 11, 2017

To: Velvet Simington
Mathematics Coordinator
Winston-Salem/Forsyth County Schools – Winston-Salem Preparatory Academy
1215 North Cameron Avenue
Winston-Salem, NC 27101

Program Description		
Intensified Math I & Agile Assessment for SY 2017-18		
Scope of Programs and Services		
Instructional materials for 60 Students and 2 Teachers		
Quantity	Price Per	Price
60 Student Licenses of Intensified Math I & Agile Assessment	\$10	\$600
2 Teacher License of Intensified Math I	\$3,410	\$6,820
4 On-Site Advisor Service Days	\$3,000	\$12,000
Total		\$19,420
Notes: - Pricing for teacher and student enrollment levels identified above. Additional Students or Teacher cohorts will incur incremental fees. - Agile Mind retains all rights as to the Services and Related Materials including copyright, trade secret, trademark and other intellectual property rights. - Valid for access for the 2017-2018 school year.		
<i>Unless otherwise agreed to, Program access or Services will not be delivered until Purchase Order is received.</i>		

Name

District Title

Date

Return completed Contract and Purchase Order to:
Agile Mind, Inc.

ATTN: Laurie Mayhan
Phone: 866-284-4655

lmayhan@agilemind.com
Fax: 817-442-8351

CC: jdunson@agilemind.com

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
Winston-Salem, NC

AGENDA TITLE: Contract with YMCA of Northwest North Carolina, Inc.

AGENDA TOPIC: Contract with YMCA of Northwest North Carolina, Inc.

BACKGROUND INFORMATION:

The Board of Education has a long standing relationship with the YMCA of Northwest North Carolina, Inc. Attached hereto is a **Cooperative Agreement**, which reflects revisions for the 2017-2018 school year. The programs include the following:

1. 21st Century School Programs at various schools during the school year and during the summer.
2. Allowance for the YMCA to use our athletic fields and gymnasiums for their athletic programs.
3. Summer learning programs at select schools.
4. Before and after school care programs at select schools during the school year and during the summer.
5. Allowance for WS/FCS to use YMCA pools for high school swim teams.
6. Swimming enrichment programs for selected schools.

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Education approve the attached **Cooperative Agreement** with the YMCA of Northwest North Carolina, Inc. for the 2017-2018 school year.

Date: 6-27-17

P:\Law3\Agenda\YMCA 2017-18.doc

STATE OF NORTH CAROLINA

COOPERATIVE AGREEMENT

COUNTY OF FORSYTH

THIS COOPERATIVE AGREEMENT (the "Agreement") is made and effective this the ____ day of _____, 2017, by and between the WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION (the "Board"), and the YMCA OF NORTHWEST NORTH CAROLINA, INC. (the "YMCA");

WITNESSETH:

WHEREAS, the Board desires access to the use of certain YMCA programs and facilities for the benefit of the public school students;

WHEREAS, the YMCA desires access to the use of certain Board facilities for the benefit of its youth members, most of whom are public school students;

WHEREAS, both parties to this Agreement have determined that a fair and equitable exchange of facilities and services is mutually beneficial to each;

WHEREAS, the parties have exchanged the use of each other's facilities for many years and wish to renew and extend their agreement with various additions, deletions and amendments;

WHEREAS, the parties entered into an Agreement for the 2016-2017 school year, which this Agreement is intended to terminate and replace; and

NOW, THEREFORE, the parties hereunto make and enter into this agreement upon the following terms and conditions:

I. Term:

- A.** The term of this Agreement is one (1) calendar year effective July 1, 2017 and ending June 30, 2018.
- B.** It is further agreed by and between the Board and the YMCA that this Agreement shall be renewed for additional and successive terms of one (1) calendar year unless cancelled or non-renewed by either party. Either party may cancel or not renew this Agreement by giving written notice to the other party of non-renewal or cancellation prior to July 1 of any year.
- C.** This Agreement may be amended at any time, so long as all amendments are made in writing and agreed to by both parties, and executed with the same formality as this Agreement.

II. The YMCA Agrees:

- A. Swim Program for Students with Disabilities.** To provide pool time and gym space on a weekly basis for those public school students with special needs identified by the school system during the school year at the William G. White (“WGW”) YMCA, Kernersville Family YMCA, Fulton Family YMCA, Winston Lake Family YMCA and the Jerry Long Family YMCA on such time schedule as is mutually agreeable to the parties; and to provide life guards, at its expense, for the above-described special education swimming program during the term of this contract;
- B. Downtown Elementary School Swim Program.** To provide a program of swimming instruction, at no cost to the student, for Downtown Elementary School students enrolled in the school system, who wish to participate, during approximately eight months of the school year at the WGW YMCA pool as scheduled by mutual agreement between the parties or their respective staffs and to provide at its expense, swimming instructions for the said program;
- C. Winston-Salem Prep Academy Swim Program.** To provide pool space and lifeguards for students enrolled in the Winston-Salem Preparatory Academy during the school day and during one month of the school year as scheduled by mutual agreement of the parties.
- D. School Rewards/Incentive Programs.** To provide, at no cost to the schools or public school students, access to YMCA pools and other recreation facilities during the instructional day for students on a occasional or periodic basis on such dates and at such times as are mutually agreeable to the schools and the branch of the YMCA for schools to use as an incentive for good student behavior or academic achievement.
- E. Interscholastic Swim Program.**

1. To provide access to the following YMCA swimming pools during the interscholastic high school athletics swimming season in accordance with the following schedule:

SCHOOL	TIMES	DAYS	LOCATION
MTHS	7:00 PM-8:30 PM 5:45 PM-7:15 PM	Monday-Thursday Friday	Fulton (3 lanes) ¹
North Forsyth	6:00 AM – 8:00 AM	Monday – Friday	Fulton (3 lanes)
Glenn	6:00 AM-7:00 AM	Monday–Friday	Kernersville (4 lanes)
East Forsyth	7:00 AM-8:00AM 4:15 PM-5:15 PM	Mon., Wed., & Fri. Tuesday & Thursday	Kernersville (5 lanes) Kernersville (3 lanes)
West Forsyth	8:15 PM-9:30 PM 7:45 PM-8:45 PM	Monday-Thursday Friday	Jerry Long (3 lanes) ²

¹ North may use 4 lanes when space is available with the permission of the Fulton Aquatics Director.

² West may use 4 lanes when space is available with the permission of the Jerry Long Aquatics Director. Swimmers may arrive 15 minutes early to stretch and prepare for practice on the pool deck.

SCHOOL	TIMES	DAYS	LOCATION
RJR	6:00 AM-8:00 AM	Monday - Friday	Winston Lake YMCA (3 lanes)
Walkertown	4:15 PM-5:15 PM 7:00 AM-8:00 AM	Mon., Wed., & Fri. Tuesday & Thursday	Kernersville (3 lanes)
Atkins High School	6:30 AM – 8:00 AM	Monday – Friday	Winston-Lake YMCA (3 lanes)
Parkland High School	7:00 PM – 8:30 PM 10:00AM – 11:30 AM 7:15PM – 8:45PM	Mon., Wed., & Fri Saturdays Tuesday and Thursday	Winston-Lake YMCA (3 lanes) William G. White YMCA (3 lanes)

2. To provide reasonable access to and the use of the locker room and shower facilities prior to and after the time periods set forth above.
3. To provide assistance with the scheduling of interscholastic swimming team practices and meets and to provide the use of the Kernersville YMCA pools for interscholastic swim meets on Monday and Tuesday from 5:30 PM-8:00 PM or Saturday from 8:00 AM until noon, as scheduled and mutually agreed upon between the parties annually by September 30th prior to the beginning of the interscholastic swimming season.
4. In the event a YMCA pool is closed for repairs during the swim season, YMCA agrees to provide comparable use of another branch's pool until the pool is repaired.

F. 21st Century School Programs.³ To provide staff for an after school learning center, at no charge for the students participating in these programs, as described in the 21st Century Schools Grant received by the YMCA at each of the following locations: Cook Elementary, Old Town Elementary, Diggs-Latham Elementary School, Bolton Elementary School and Petree Elementary School. The components of the learning center program to be provided by the YMCA includes: education, recreation, fitness, enrichment and parenting. "The YMCA shall also provide a program at Wiley Middle School, Kennedy High School, North Forsyth High School, and Northwest Middle School for Hispanic and Latino students, so long as it continues to participate in a grant for this purpose with North Carolina State University."

G. Summer Learning Academies. To provide staff for an after summer learning experience, at no charge for the students participating in these programs, at each of the following locations: Diggs-Latham Elementary School, Old Town Elementary School, Wiley Magnet School, Konnoak Elementary School, Speas Elementary School, Gibson Elementary School, Hall Woodward Elementary School, Easton Elementary School and Kernersville Elementary School. (These locations are tentative and will be confirmed by May 11 of each year before the program begins.) The components of the learning center

³ The YMCA was not awarded a 21st Century Grant for 2017-2018. Continuation of this program is contingent upon the YMCA obtaining additional grant funding. If unsuccessful, all 21st Century programs will no longer continue, with the exception of the program at Old Town Elementary.

program to be provided by the YMCA includes: education, recreation, fitness, enrichment and parent engagement. Summer Learning Academies will not operate on Fridays in any WS/FCS school building.

H. Reynolds High School Dancing Boots and Cheerleaders Practice. The WGW Family YMCA agrees to allow the Reynolds High School Dancing Boots and Cheerleader squads to practice in its gym from 2:30 PM-5:00 PM on those days when inclement weather prohibit the teams from practicing outdoors.

I. Free Learn to Swim Program. The YMCA will offer a free learn to swim program for 2nd grade students at Kernersville, Sedge Garden and Hall-Woodward Elementary schools (program provided by the Kernersville Family YMCA) at Cook Elementary school (program provided by the WGW Family YMCA) and at Petree and Ashley Elementary schools (program provided by the Winston Lake Family YMCA). The Jerry Long Family YMCA is interested in providing the program to one school in the Clemmons area identified by WSFCS. The schools would be responsible for transporting the students from the school to the YMCA.⁴

J. Use of Jerry Long YMCA Fields. The Jerry Long Family YMCA will provide field and related facility space for use by WFHS athletic teams, if available, upon request.

K. El Nido Program. The Winston Lake Family YMCA will provide the El Nido family literacy program at the Winston Lake YMCA on Tuesday and Thursday evenings from 6:00 PM-9:00 PM throughout the school year.

L. Payments to Schools. The YMCA agrees to pay the sum certain of Nine Hundred and No/100 Dollars (\$900.00) per month, beginning in September and concluding in May, to each school at which the YMCA coordinates and operates an after-school child care program.

M. Before and After School Care Program.

1. The YMCA agrees to provide employment opportunities to school teachers and teacher assistants for the upcoming school year and will discuss such potential employment with Principals prior to selecting teachers or teacher assistants.
2. As components of the Before and After School Care Program, the YMCA agrees to provide the following programs at its child care sites:
 - a. Sports, Play and Active Recreation for Kids (SPARK) – SPARK is a research based curriculum used to promote daily physical activity for youth, with at least thirty minutes of physical activity each day. The YMCA will be using the curriculum created for Afterschool Programs with over three hundred activities in sports, dances and games. A typical SPARK session consists of three segments: a

⁴ Ashley & Hall-Woodward want to participate but need help with transportation.

brief, active warm up; a main activity (15+ minutes); and a cool down period. Students will also be provided a healthy snack each afternoon.

- b. 40 Developmental Assets – to teach children the forty (40) critical factors the YMCA believes children need for growth and development and to exhibit more positive, thriving behaviors.
- c. YMCA Staff agrees to assist with school field days, fall and spring festivals and carnivals and other school related activities and events. The Principal will contact the appropriate YMCA representative to schedule such YMCA assistance, and the YMCA shall endeavor to provide such requested assistance.
- e. Upon request from a Principal, the YMCA agrees to provide alternative activities for children during PTA, PTO or PTSA meetings. The YMCA shall endeavor to provide such requested assistance.
- f. The YMCA desires to work with school principals to assist schools in addressing the academic needs of students and agrees to endeavor to provide academic tutors for students in the Before and After School Program.

N. Facility Improvements. In consideration of using gym space at the following schools, the YMCA will provide the following equipment to the schools listed below:

- 1. YMCA agrees to repair or replace any ceiling tiles, light fixtures, or other property of WS/FCS damaged during YMCA use of WS/FCS facilities for its indoor sports program.
- 2. The WS/FCS will refinish gymnasium floors, including wooden floors, each summer. The YMCA agrees to share one-half of the cost of refinishing the wooden gymnasium floors it uses pursuant to this Agreement during the school year. Schools will coordinate the refinishing and payment directly with the YMCA.
- 3. The Winston Lake Family YMCA will provide use of the weight room for Winston-Salem Preparatory Academy (“WSPA”) as scheduled by the Executive Director of the Winston Lake Family YMCA and the WSPA Athletic Director.

The schools will be allowed to use the equipment during the school day. The school will be responsible to repair or replace any equipment purchased by the YMCA if damaged or broken during school usage. If WS/FCS or an individual school ceases to make its gym available for YMCA use, WS/FCS or school agrees to return the above equipment to YMCA or to reimburse YMCA for the depreciated cost of the improvements, based on the remaining useful life of the equipment or improvement.

R. Bus Stops. In order to protect and ensure to the extent practical the safety of students participating in before and after school programs at the YMCAs, the YMCA agrees to allow the WS/FCS to pick up and/or drop off students participating in YMCA before school and/or after school programs at YMCAs upon request of the WS/FCS.

S. Summer Building Closures. The YMCA shall not operate any program inside any WS/FCS facility on Fridays during the WS/FCS summer building closure schedule. The

WS/FCS will provide the YMCA with its summer building closure schedule as soon as it becomes available, but no later than June 1.

III. The Board Agrees:

A. Before and After School Childcare Programs. To provide access to and the use of an appropriate location (gymnasium, auditorium, cafeteria, or vacant classroom as well as the use of playgrounds and athletic fields) for a YMCA, sponsored and supervised, before and after-school child-care program each student day during the school year. Before school care shall run from 6:30 AM or 7:00 AM to 15 minutes before the students' school day. After school care shall run from the end of the student's school day to 6:00 PM at the schools listed in section B below. The after-school program will be provided on student early release days.

B. List of Schools:

Brunson ES ⁵	Caleb's Creek ES
Cash ES	Ward ES
Gibson ES	Whitaker ES
Kernersville ES	Sedge Garden ES
Morgan ES	Griffith ES ⁶
	Downtown School

1. **Schedule and location changes.** During special school system scheduled events (voting, PTA meetings, etc.), appropriate alternative space shall be made available at the site with at least one week lead time for planning.
2. WS/FCS agrees to provide a safe environment for YMCA before and after school programs. YMCA agrees to report to Board and not to use any equipment deemed unsafe by YMCA site staff until repaired or removed by the Board.

C. Youth and Adult Sports. To provide access to and the use of the designated school gymnasiums listed below during the YMCA's fall, winter, spring and summer seasons for volleyball (VB), indoor soccer (IS) and basketball (BB). The YMCA may use the gymnasiums when such are not in use by the schools listed below for athletic or other school-related events. The parties agree the seasons shall be approximately as follows, unless the WS/FCS is notified of a change in these dates no later than May 11 of each contract year:

1. Fall – August 20th through November 9th;
2. Winter – November 10th through February 28; and
3. Spring – March 1 through June 12.
4. Summer- June 15 through August 9th
5. Gymnasiums shall be used in accordance with the following schedule:

⁵ The program at Brunson ES includes students from Ashley ES.

⁶ The program at Griffith ES includes students from Hall-Woodward ES.

ELEMENTARY SCHOOLS	SEASON	TIMES	DAYS
Gibson Elementary Fulton Family YMCA	Summer	6:00 PM-9:00 PM	Monday and Wednesday
Jefferson Elementary WGW YMCA	Winter	5:00 PM-8:00 PM	Monday – Thursday
Kernersville Elementary Kernersville YMCA	Fall Winter Spring	6:00 PM-9:30 PM	Monday, Thursday and/or Friday
Morgan Elementary	Winter Summer	6:00 PM-8:00 PM 8:45 AM-5:00 PM 5:30 PM – 8:00 PM	Monday – Friday Saturday
MIDDLE SCHOOLS	SEASON	TIMES	DAYS
Clemmons Middle Jerry Long YMCA	Fall Winter Spring	5:45 PM-8:30 PM 8:30 AM-3:00 PM	Monday, Wednesday & Friday Saturday
W-S Prep. Academy Winston Lake YMCA	Winter Spring	6:30 PM-9:00 PM	Monday and Wednesday (Small gym when W-S Prep has a home b-ball game.)
East Forsyth Middle School	Winter	5:30 PM-8:30 PM 8:45 AM-5:00 PM	Monday-Thursday Saturday
Jefferson Middle WGW YMCA	Winter	6:00 PM-9:00 PM 8:00 AM-3:00 PM	Mon, Wed, Fri Saturday
Hanes Middle (on Hill campus) Winston Lake YMCA	Winter	6:00 PM-9:00 PM	Tuesday and Thursday
Kernersville Middle Kernersville YMCA	Winter Spring Summer	5:30 PM-8:30 PM 8:45 AM-7:00 PM 5:30 PM-8:30 PM	Monday-Friday (School may use gym, if needed.) Saturday Monday, Tuesday, & Thursday
Meadowlark Middle Jerry Long YMCA	Winter Spring	6:00 PM-8:30 PM 9:00 AM-6:00 PM	Monday–Friday Saturday
Mineral Springs Middle Winston Lake YMCA	Winter	6:00 PM-9:00 PM	Monday – Thursday
Northwest Middle Fulton YMCA	Winter Summer	8:00AM – 1:00PM 6:00 PM-9:00 PM 6:00 PM-8:00 PM	Saturday Monday and Wednesday Monday and Wednesday

Southeast Middle Kernersville YMCA	Winter Spring	5:45 PM-9:00 PM 8:45 AM-6:00 PM	Monday, Tuesday & Thursday Saturday
Wiley Middle WGW YMCA (YMCA to pay overtime for custodians)	Winter Winter	6:15 PM-9:15 PM 9:00 AM-6:00 PM	Monday–Friday Saturday
Flat Rock Middle Jerry Long YMCA	Winter Spring	6:00 PM-9:00 PM 8:30 AM-5:30 PM	Monday, Wednesday, and Friday Saturday
Walkertown Middle School	Winter Spring Fall Summer	6:00PM-9:00PM 6:00PM – 9:00PM	Monday – Friday Monday – Thursday
HIGH SCHOOLS	SEASON	TIMES	DAYS
Reynolds High School WGW YMCA	Winter	8:00 AM-6:00 PM	Saturday
West Forsyth High Gym Jerry Long YMCA	Winter Spring	9:00 AM-6:00 PM	Saturday
East Forsyth High School Kernersville YMCA	Winter		Saturday availability can be arranged as needed for the YMCA to make-up basketball games due to inclement weather.

- D.** To provide a custodian, designated by school administrator, to open and close the gymnasiums at any school that is opened on non-school days (i.e. weekends and during the summer) for YBA, volleyball, indoor soccer or basketball for which the YMCA will pay the sum of \$20.00 per hour and to bill the YMCA by July 31st of each year for the custodial services. It is specifically agreed the YMCA shall have access to and be able to use WS/FCS gymnasiums at the schools listed hereinabove on the last Saturday before Christmas, subject to the rules and limitations herein.
- E.** The Principal at each school should make every effort to provide at least 48 hours' advance notice in the event of a conflict between school events and the YMCA usage according to the schedule outlined above.
- F. Outdoor Field Usage – Wiley and Northwest Middle Schools.** The WS/FCS agrees to allow the WGW Family YMCA to use the fields owned by the WS/FCS at Wiley Middle School and the Fulton Family YMCA to use the fields owned by the WS/FCS at Northwest Middle School, subject to existing WS/FCS leases with other organizations or entities, if any. The WS/FCS agrees to grant the YMCA a right of first usage to use the fields owned by the WS/FCS at Wiley MS, unless those fields are needed by the school, until June 10, 2016.

G. 21st Century School Program. ⁷ To grant the YMCA permission to use rent free seven (7) schools for the 21st Century Grant Program, a free tutorial and enrichment program, during the school year and the summer as follows: Old Town Elementary School, Diggs-Latham Elementary School, , Speas Elementary School, Hall Woodward Elementary School, Gibson Elementary School, Bolton Elementary School, North Forsyth High School, and Northwest Middle School will each operate during the summer for six (6) weeks (not on Fridays).

IV. Rules and Regulations:

- A. The YMCA, its agents, employees, and guests shall comply with the "Rules and Regulations for the Use of School Facilities," a copy of which is attached to this Agreement and incorporated herein by reference.
- B. The Board, its agents, employees, and students shall comply with all rules and regulations established by the YMCA for the use of its swimming facilities.

V. Complaint Procedure:

- A. In the event either party has a concern or complaint regarding any aspect of the performance of the other party under the terms and conditions of this Cooperative Agreement, the party with the concern or complaint shall communicate the concern or complaint orally to the appropriate staff member of the other party as soon as practicable. The party receiving the concern or complaint may request that the concern or complaint be communicated in writing.
- B. Prior to the commencement of the school year, each party shall provide to the other in writing the name and telephone number of the appropriate staff member at each YMCA branch and school to be contacted with concerns or complaints about a particular program or activity.
- C. If a concern or complaint can not be resolved within five work days to the mutual satisfaction of both parties, the concern or complaint may be submitted in writing to the following designated representative for each party:

YMCA: Darryl Head
Senior VP/Chief Operating Officer
301 North Main St., Suite 1900
Winston-Salem, NC 27101

WS/FCS: Dionne T. Jenkins
General Counsel

⁷ The YMCA was not awarded a 21st Century Grant for 2017-2018. Continuation of this program is contingent upon the YMCA obtaining additional grant funding. If unsuccessful, all 21st Century programs will no longer continue, with the exception of the program at Old Town Elementary.

Post Office Box 2513
Winston-Salem, NC 27102-2513

- D. Upon the receipt of a concern or a complaint, the designated representatives shall meet within three working days and make a good faith effort to resolve the dispute to the mutual satisfaction of both parties. If the matter can not be resolved, either party may proceed with the termination of the Agreement as provided in Section VII below.

VI. Annual Sex Offender Registry Check. In accordance with N.C.G.S. § 115C-332.1, the YMCA shall annually ensure all employees and/or contracted personnel in direct interaction or contact with WS/FCS students 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.

VII. **Insurance and Liability:**

- A. The YMCA shall accept full and complete responsibility for the operation and supervision of the child-care programs it operates on the premises of the Board during the term of this Cooperative Agreement and shall hold the Board free, harmless, and indemnified from and against any and all claims, suits, or causes of action resulting from or out of its operation of the programs.
- B. The YMCA shall accept full and complete responsibility for the operation and supervision of the Downtown Elementary School and special education swimming program conducted by YMCA employees at YMCA premises during the term of this Agreement and shall hold the Board free, harmless, and indemnified from and against any and all claims, suits, or causes of action resulting from or out of its operation or supervision of the programs.
- C. The YMCA shall accept full and complete responsibility for the operation and supervision of the Community Involvement programs it operates during the term of this Cooperative Agreement and shall hold the Board free, harmless, and indemnified from and against any and all claims, suits, or causes of action resulting from or out of its operation of the program.
- D. The Board shall accept full and complete responsibility for the supervision of its Downtown Elementary School students in the locker room, gym, and on the premises of the YMCA outside the pool/swim program and high school students when on the premises of the YMCA for interscholastic swim programs during the term of this Agreement and shall hold the YMCA free, harmless, and indemnified from and against any and all claims, suits, or causes of action resulting from or out of its operation or supervision of the programs.
- E. The YMCA shall purchase and maintain in full force and effect during the term of this Agreement a comprehensive general liability insurance policy which provides the usual and customary liability coverage, at least \$1,000,000.00 for the operation of its child care programs.

VIII. Termination of Child Care Program Sites: In the event a school desires to terminate its before and after school child care program with the YMCA or in the event the YMCA desires to terminate its provision of a before and after school program at a particular school, the parties agree to provide the other with written notice of such termination no later than May 11 of each contract year. It is agreed and understood by the parties that no before and after school program will be terminated during the term of this Agreement without 60 days' written notice to the other party. A YMCA decision to terminate a before and after school program will be based on the actual enrollment numbers at the site.

IX. Termination:

Whenever either party has reason to believe that the other party is in material breach of a term or condition of this Agreement, it shall promptly notify the other party of the breach and the action(s) that needs to be taken to cure the breach. If the breach is not cured within thirty (30) calendar days of the receipt of the notice, the Agreement may be terminated.

IN WITNESS WHEREOF the parties hereto have authorized their respective chairpersons or officers to execute this Agreement and to affix their corporate seals hereto the date and year first written above.

WINSTON-SALEM/FORSYTH COUNTY
BOARD OF EDUCATION

YMCA OF NORTHWEST NORTH
CAROLINA, INC.

By: _____
Dana Caudill Jones, Chairman

By: _____
Darryl Head
Senior VP/Chief Operating Officer

Attest: _____
Beverly Emory, Superintendent

Attest: _____

WS/FCS RULES GOVERNING THE USE OF SCHOOL FACILITIES

A. Responsibility for Supervision

1. The Lessee shall be responsible for the supervision of the activity it sponsors including the maintenance of order and the safety of the people present.
2. A school employee (a custodian or staff member) shall be on duty when a school facility is leased to familiarize and assist the Lessee with the mechanics of using the facility except when using certain gymnasiums for recreational purposes. This employee shall not be directly responsible for the supervision of the activity.
3. If, in the opinion of the WS/FCS, additional supervision of an intended use of a school facility is needed for crowd control and/or to protect the Board of Education's property, WS/FCS may require that an additional school employee be assigned to assist with the supervision of the activity at the Lessee's expense and/or that police protection be provided by the Lessee at the Lessee's expense.

B. Responsibility for care, custody and control of school facilities - Unless waived by the principal or another appropriate school official, the following rules shall be observed:

1. The Lessee shall not drive nails, tacks, or screws into the floors, walls, ceiling, desks, etc.
2. The Lessee shall not paint, wallpaper, mark, or deface any school property.
3. The Lessee shall not wire or connect electrical equipment such as stage lighting equipment or adjust the heat or air conditioning controls, unless specifically approved in advance.
4. The Lessee shall wear appropriate athletic shoes when using gymnasiums or tennis courts for athletic or recreational purposes.
5. The Lessee shall remove its property such as decorations, theater props, and equipment from school premises and return all school property, such as chairs, tables, equipment, etc. to their proper locations promptly after the completion of the use.
6. The Lessee shall leave the school premises promptly when its leased term has expired.
7. The Lessee shall leave the school premises in a secure, clean, neat and orderly manner.
8. The Lessee shall protect all floors when moving furniture and/or equipment.

C. Responsibility for Implementation of ADA - No individual shall be subject to discrimination on the basis of disability in the use of school facilities as provided by the ADA and its implementing regulations.

1. The Lessee has a duty to operate its service, program or activity so that it is readily accessible to persons with disabilities, except as authorized by the ADA.
2. The Lessee shall have a plan for providing access to its service, program or activity by persons with disabilities which shall include, but is not necessarily limited to, the procedures for overcoming architectural barriers and procedures for communicating with visually and hearing impaired individuals.

D. The following conduct is prohibited:

1. The possession, use or sale of beer, wine, alcohol or controlled substances as defined in the North Carolina Controlled Substances Act (except prescription medications);
2. Gambling, except raffles conducted in accordance with N.C.G.S. § 14-309.5, *et seq.*
3. The possession of weapons, i.e. knives, guns, etc as prohibited by law;
4. Tobacco use is prohibited at any time in any building, facility, or vehicle owned, leased, rented or chartered by the Board or a school, on any school grounds and property, including athletic fields and parking lots, owned, leased, rented or chartered by the Board, or at any school-sponsored or school-related event on-campus or off-campus;
5. Dances, unless sponsored by and under the supervision of a city or county recreation department or a school related organization;
6. Horseback riding and motorcycle (or motorbike) riding unless approved by the Superintendent;
7. Usage after 12:00 p.m. (midnight) unless special permission has been granted;
8. Any activity which in the opinion of school officials would cause or be substantially likely to cause damage to school property; for example, playing fields should not be used during inclement weather or when their use will render their condition unfit for school purposes; and
9. Any activity which is in violation of the laws of this state or of the federal government.

**WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
WINSTON-SALEM, NC**

AGENDA TITLE: Approval of Kernersville Police Department School Resource Officer Contract, 2017-2018

AGENDA TOPIC: Approval of Kernersville Police Department School Resource Officer Contract, 2017-2018

BACKGROUND INFORMATION:

The Kernersville Police Department (KPD) has been providing School Resource Officers (SROs) for selected schools within Forsyth County pursuant to an Agreement executed between the Board of Education, the County of Forsyth and the Kernersville Police Department. The Agreement was amended in 2016 and expires June 30, 2017. Attached is a proposed revised SRO agreement which will renew the current agreement for an additional one (1) year term.

The proposed revised agreement includes the following terms:

1. The KPD will assign one (1) full-time officer to each of the following schools: East Forsyth High School, East Forsyth Middle School, Kernersville Middle School and Southeast Middle School. The KPD will also assign two (2) roving officers to assist at each of the above schools. The KPD will assign one (1) supervisor to manage, supervise, train and evaluate the performance of SROs at their assigned schools.
2. The Agreement will be renewed for an additional one (1) year term, effective July 1, 2017 to June 30, 2018.
3. The WS/FCS will pay the KPD the sum of \$475,480.44, which includes the salaries, fringe benefits, patrol vehicles, uniforms and equipment, and other indirect costs for six (6) SROs and one (1) SRO Supervisors.
4. The KPD may provide, at the request of WS/FCS, extra-duty officers to provide security at extra-curricular events at the rate of \$30.00 per hour for officers and \$35.00 per hour for supervisors.
5. All other provisions of the 2016 Agreement remain the same.

The School Attorney's Office has reviewed and approved the attached proposed contract.

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Education approve the attached Kernersville Police Department School Resource Officer Agreement for the 2017-2018 school year.

Date: 6/27/17

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 TOWN OF KERNERSVILLE ("TOWN") on behalf of the KERNERSVILLE POLICE DEPARTMENT ("KPD"), as follows:

WITNESSETH:

WHEREAS, the WS/FCS and the TOWN desire to set forth in this Agreement the specific terms and conditions of the School Resource Officer (SRO) program and the services to be performed and provided by the KPD;

WHEREAS, the parties agree the applicable KPD 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) calendar year, commencing effective the 1st day of July **20167** and concluding effective the 30th day of June, **2018**. This Agreement may be renewed for additional one (1) year terms upon written agreement of the parties, with prior written notice of intent to renew provided at least sixty (60) days prior to expiration of the current term.
- II. **Location of SRO Services.** During the term of this Agreement the TOWN and KPD agree to provide no fewer than one (1) full-time SRO at the following schools:
 - A. East Forsyth High School;
 - B. East Forsyth Middle School;
 - C. Kernersville Middle School; and
 - D. Southeast Middle School.
- III. **Compensation.** The WS/FCS agrees to compensate the TOWN in accordance with the following terms:

For and in consideration of the SRO services performed hereunder by the TOWN and the KPD, the WS/FCS agrees to pay Four Hundred Seventy-Five Thousand, Four Hundred Eighty and .44/00 cents (\$475,480.44) according to the schedule included in **Exhibit 1**, which represents the costs of this Agreement for the initial term and includes the following: Salary & Fringe Benefits for six (6) Officers (including 2 roving officers) and one (1) Supervisor; Fleet for five (7) patrol vehicles; Uniforms and Equipment; and Indirect Costs and Training.

IV. Proposed Location Addition or Compensation Increase After Initial Term. 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. TOWN and KPD Certifications.

- A. The WS/FCS and the **TOWN** shall be the parties to this Agreement. The **TOWN** and **KPD** agree that the **KPD** 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, as described in subsections VI through XIV below. The **TOWN** and **KPD** agree that failure of the **KPD** to fulfill the obligations of this Agreement shall be considered a material breach by the **TOWN**, and may be cause for termination of this Agreement by the WS/FCS, pursuant to subsection XXII below.
- B. The **TOWN** and **KPD** acknowledge they were fully informed as to the extent and character of the personnel, supplies, materials, equipment, and services requested by the WS/FCS.
- C. As the WS/FCS is exempt, the **TOWN** and **KPD** 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, **TOWN** and the **KPD** agree that the SROs assigned by the **KPD** 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 **KPD** shall take appropriate law enforcement action in any given situation;

- F. If the parties agree upon request of the WS/FCS, the **KPD** may choose to provide metal detector wandings or metal detector screening, using WS/FCS supplied and maintained equipment at extra-curricular and/or extra-class activities designated by the WS/FCS. Wanding and screening may only be utilized if there is an acceptable, uniform, written procedure to ensure the safety of all participants, attendees, and all assigned **KPD** personnel. The WS/FCS shall hold harmless and indemnify the **TOWN** and **KPD** from any claim, damage, or action, including but not limited to the payment of any attorney's fees, arising from the wanding or metal detector 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, and to assist in directing buses on to campus and off of campus as may be necessary, so long as the SRO's services are not needed more urgently for matters elsewhere on campus and provided that SROs are not responsible for acting as crossing guards at any school and will not perform the duties of 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 (or the SRO waives such notice) and provided that there is time remaining in the SRO's weekly work schedule as described in Section IX.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 IX.A., then the WS/FCS will compensate the SRO for the hours worked in excess according to Section XXIII below.

VII. Employment, Supervision and Assignment of SROs.

- A. The **KPD** 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 **KPD** further shall designate not fewer than one (1) supervisor to manage, supervise and evaluate the performance of the assigned SROs during the term of this Agreement. The **KPD** shall provide for the training of assigned SROs and designated supervisors.
- C. The SROs and supervisor(s) shall be employees of the **KPD** and shall be subject to the administration, supervision, policies, practices and control of the **TOWN** and **KPD**.

- D. The **TOWN** and **KPD** 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 **TOWN** and **KPD**.
- E. The **TOWN** 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 **KPD**, 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 **TOWN** and **KPD** 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 **KPD** shall assign a substitute officer to provide SRO services at a school until the assigned officer returns. The **KPD** shall endeavor, as staffing allows, to send or assign another on-duty officer to the school during the time in which the assigned SRO is absent.

VIII. Program Funding, Costs and Method of Reimbursement.

- A. The **TOWN** and **KPD** 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 **TOWN** and **KPD** agrees to provide assigned SROs the employment benefits provided to other similarly situated and ranked employees within the **KPD**, and agree to provide, at their sole expense, Police Professional Liability insurance to appropriately insure the **TOWN**, **KPD**, assigned SROs and the WS/FCS.
- C. The **TOWN** and **KPD** agree to provide each SRO and supervisor with a fully equipped law enforcement vehicle.
- D. Assigned SROs shall serve a guaranteed term of ten (10) calendar months each fiscal year during this Agreement and shall work the same calendar schedule as teachers.
- E. The WS/FCS shall have the option of contracting with **TOWN** and **KPD** to provide an SRO for the schools listed in Subsection II above that are hosting summer school sessions or programs. If WS/FCS decides to exercise that option, it will notify **TOWN** and **KPD** no later than April 1 and the SROs shall be compensated at the same rate as identified in Subsection III above. Upon receipt of notice, the **TOWN** and **KPD** shall assign an SRO to schools listed Subsection II above that are hosting summer school sessions or programs such

that the SRO shall perform his/her normal duties during the summer school session or program.

- F. The **TOWN** shall invoice the WS/FCS quarterly for an amount equal to one-fourth (1/4) of the total cost set forth in Subsection III above. The WS/FCS agrees to pay each invoice in full within thirty (30) days of receipt. The quarterly schedule 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.
- H. Failure to comply with all payment terms and requirements as stated herein may be cause for termination pursuant to Subsection XXII 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 **KPD** agrees 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 commissioned 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 a firearm and Conducted Electrical Weapon.

C. Chain of Command.

1. Assigned SROs shall follow the chain of command as set forth by **KPD** 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 X). 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 **KPD** or the WS/FCS. Briefing sessions will be conducted to provide for the exchange of information between the **KPD**, 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 **KPD**.

3. Training sessions will be conducted by the **KPD** 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 **KPD** 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 **KPD** shall place a substitute officer at the school served by the assigned SRO.
6. The **KPD** 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 **KPD** to incur overtime pay for such officers.

E. Supplies and Equipment.

1. Uniform and Equipment. The **KPD** shall provide each assigned SRO and Supervisor with the uniforms and equipment set forth in **Exhibit ____** attached hereto, which Exhibit of uniforms and equipment is incorporated by reference herein as if fully set forth. The **KPD** 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 **KPD** 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 **KPD** 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 as such transportation is necessary to carry out a law enforcement function incident to arrest or detention. In all non-emergency, non-criminal matters, SROs are only to transport students or others in law enforcement vehicles only as pursuant to **KPD**, practices and/or policies regarding transportation of non-departmental personnel. SROs shall not transport students or others in personal vehicles under any circumstances.

G. Investigation, Interrogation, Search and Arrest Procedures.

1. The **KPD** 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 **KPD** 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. If a search uncovers evidence of criminal misconduct, the evidence may be held for or 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 **KPD**, 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 destruction. The decision to file a juvenile petition or seek a criminal warrant is in the discretion of the SRO and the **KPD**.
 2. Use of Drug Sniffing Dog. At no additional cost to the WS/FCS, the **KPD** agrees to provide the use and services of drug sniffing dogs 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.
- 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 **KPD** 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 **KPD** 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 **KPD** policies and procedures.

5. The **KPD** 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 KPD 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 KPD, the parties agree that they will comply with those amended, modified or additional requirements.

- B. The WS/FCS and **KPD** acknowledge that the principal or school administration must immediately report such criminal acts to the SRO, the SRO Supervisor or other law enforcement official if the SRO or SRO Supervisor is not immediately available. In the event no other law enforcement official is available, the WS/FCS and KPD agree that the WS/FCS shall call the emergency line (911) of the local law enforcement KPD.
- C. The WS/FCS and **KPD** agree that the SRO assigned to the school property where the act occurs is the appropriate person to take the report from the principal or school administration.
- D. The WS/FCS and **KPD** 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 for the municipality in which the elementary school located shall take the report.

- E. The **KPD** 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 results of the visits by drug sniffing dogs on school property.
- F. The **KPD** agrees that when it receives a report of criminal conduct occurring on school property from, or opens a criminal investigation against, any person who it knows, or reasonably believes, to be a WS/FCS employee or personnel contracted by WS/FCS, the **KPD** agrees that it will notify the General Counsel's office at the earliest possible time after receipt of the report, when a criminal investigation is open, or before an arrest is made. KPD acknowledges that said notification is necessary so that the WS/FCS can take appropriate steps to protect the interests of the WS/FCS students. To the extent possible, the WS/FCS agrees that any information of the investigation will be kept confidential so as not to interfere with the **KPD** investigation.
- G. The **KPD** and WS/FCS agree to endeavor to cooperate on all investigations of criminal conduct by WS/FCS employees, or other personnel contracted by WS/FCS, so that said investigations may be completed, and the report of said investigation made to the General Counsel, within ninety (90) days of the initiation of the investigation. If the **KPD** is unable to complete an investigation within ninety (90) days of initiation of the investigation, the **KPD** agrees, to the extent possible, to provide a report of the status of the investigation within that timeframe.

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.
- B. Assigned SROs and other **KPD** officers may not inspect and/or copy confidential student education records except in situations where immediate disclosure is necessary to protect the health and safety of students or other individuals.
- 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 **KPD** officer only such information necessary for the SRO to respond to the emergency situation.
- D. In the event the **KPD** 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 Resident District Court Judge of Forsyth County on or about January 5, 2001.

XII. Surveillance Cameras and Video Recordings.

- A. The WS/FCS and the **KPD**, by and through the Principals, Assistant Principals and SROs assigned to the schools to be served herein, shall jointly operate and monitor school surveillance cameras to anticipate, prevent, or monitor possible violations of applicable law and school board policies.
- 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, on tape or digitally, 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 **KPD** 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.

XIII. Annual Sex Offender Registry Check. In accordance with N.C.G.S. § 115C-332.1, the **KPD** shall annually (no later than June 1 of each calendar year) ensure all **KPD** employees and/or personnel contracted by **KPD** 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 **TOWN** and **KPD** 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 **KPD** 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 **TOWN** and the **KPD**, 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 **TOWN** and the **KPD** 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. The WS/FCS agrees to hold the **TOWN** and the **KPD**, 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 **TOWN** 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 **KPD** SRO program and the performance of the SROs assigned by the **KPD**. The WS/FCS evaluation of the **KPD** SRO program and each **KPD** SRO is merely advisory, and the **TOWN** and the **KPD** retain the final authority to evaluate the performance of assigned SROs.
- XVI. Auditing.** The **TOWN** and the **KPD** agree to provide access to public records maintained by the **TOWN** and/or the **KPD** relevant to the **KPD** SRO program and services provided pursuant to this Agreement.
- XVII. Independent Contractors.** The WS/FCS and the **TOWN** and the **KPD** 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 Jenkins
General Counsel for the Board of Education
Post Office Box 2513
Winston-Salem, North Carolina 27102
Facsimile: 336-727-8528

To the KPD: Mr. Scott A. Cunningham
Chief of Police, Town of Kernersville
Post Office Box 728
Kernersville, North Carolina 27284
Facsimile: 336-996-4032

With Copy to: Mr. John G. Wolfe
Attorney, Town of Kernersville
Wolfe & Associates, PLLC
101 South Main Street
Kernersville, North Carolina 27284
Facsimile: 336-996-1162

XX. Disputes Under the Agreement. The WS/FCS, **TOWN** and **KPD** 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. 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.

XXII. 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 **TOWN** 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 **TOWN** by WS/FCS, the parties agree that the **TOWN** 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.

XXIII. WS/FCS Request for Extra-Duty Personnel. The WS/FCS may request off-duty **KPD** 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 **KPD** supervisor for the SRO program. However, all other aspects of the provision of these services by **KPD** personnel will be according to the **KPD** established procedure for extra-duty work, including payment by WS/FCS of the established hourly rate of Thirty and No/100 Dollars (\$30.00) per hour for officers and Thirty-Five and No/100 Dollars (\$35.0) for supervisors. In the event either party proposes an increase in the hourly rate for off-duty **KPD** 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

TOWN OF KERNERSVILLE

By: _____
Dana Caudill Jones, Chairman

By: _____
Curtis Swisher, Town Manager

Attest: _____
Beverly Emory, Superintendent

KERNERSVILLE POLICE DEPARTMENT

By: _____
Scott A. Cunningham, Chief of Police

2017-2018 Projections (5 Officers and Supervisor)
Exhibit 1
KERNERSVILLE POLICE DEPARTMENT SRO – QUARTERLY BILLING

Quarterly Billing Breakdown:

First Quarter: July 1 – September 31

Salaries & Fringe Benefits:	\$ 112,704.96
Vehicles, Uniforms/Equipment, and Indirect Costs & Training:	<u>\$ 6,165.15</u>

Projected First Quarter Billing: \$ 118,870.11

Second Quarter: October 1 – December 31

Salaries & Fringe Benefits:	\$ 112,704.96
Vehicles, Uniforms/Equipment, and Indirect Costs & Training:	<u>\$ 6,165.15</u>

Projected Second Quarter Billing: \$ 118,870.11

Third Quarter: January 1 – March 31

Salaries & Fringe Benefits:	\$ 112,704.96
Vehicles, Uniforms/Equipment, and Indirect Costs & Training:	<u>\$ 6,165.15</u>

Projected Third Quarter Billing: \$ 118,870.11

Fourth Quarter: April 1 – June 30

Salaries & Fringe Benefits:	\$ 112,704.96
Vehicles, Uniforms/Equipment, and Indirect Costs & Training:	<u>\$ 6,165.15</u>

Projected Fourth Quarter Billing: \$ 118,870.11

Location of SRO Services

- A. East Forsyth High School;
 - B. East Forsyth Middle School;
 - C. Kernersville Middle School; and
 - D. Southeast Middle School.
 - E. Roving Officer
- Plus Supervisor

**WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
WINSTON-SALEM, NC**

AGENDA TITLE: Approval of Revised Forsyth County Sheriff's Office School Resource Officer Contract, 2017-2018

AGENDA TOPIC: Approval of Revised Forsyth County Sheriff's Office School Resource Officer Contract, 2017-2018

BACKGROUND INFORMATION:

The Forsyth County Sheriff's Office (FCSO) has been providing School Resource Officers (SROs) for selected schools within Forsyth County pursuant to an Agreement executed between the Board of Education, the County of Forsyth and the Forsyth County Sheriff's Office. The Agreement was amended in 2016 and expires June 30, 2017. Attached is a proposed revised SRO agreement which will renew the current agreement for an additional one (1) year term.

The proposed revised agreement includes the following terms:

1. The FCSO will assign one (1) full-time officer to each of the following schools: Clemmons Middle School, Flat Rock Middle School, Walkertown Middle School, Reagan High School, Walkertown High School, and West Forsyth High School. The FCSO will assign one (1) roving officer to assist at each of the above schools. The FCSO will also assign two (2) supervisors to manage, supervise, train and evaluate the performance of SROs at their assigned schools.
2. The Agreement will be renewed for an additional one (1) year term, effective July 1, 2017 to June 30, 2018.
3. The WS/FCS will pay the FCSO the sum of \$864,487.00, which includes the salaries, fringe benefits, patrol vehicles, uniforms and equipment, and other indirect costs for seven (7) SROs and two (2) SRO Supervisors.
4. The FCSO may provide, at the request of WS/FCS, extra-duty officers to provide security at extra-curricular events at the rate of \$30.00 per hour for officers and \$35.00 per hour for supervisors.

The School Attorney's Office is in the process of finalizing other terms that will not substantially alter the nature of the Agreement. Once those discussions are finalized, the contract will be tendered for signatures. Therefore, staff is requesting that the Board approve the essential terms and expenditures of the proposed contract and authorize the School Attorney to continue to negotiate the remaining terms of the Agreement.

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Education approve the expenditures and essential terms of the proposed contract and authorize the School Attorney to negotiate and finalize the remaining terms of the Agreement.

Date: 6/27/2017

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 expired on June 30, 2016;

WHEREAS, the parties executed a revised agreement in September, 2014, amending the terms of the 2011 agreement, with the same expiration of June 30, 2016;

WHEREAS, the current contract expires on June 30, 2017;

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 2016-2017 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, **2018**.
- 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.
- 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 (1Sgt, 1Cpl, 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	\$ 38,063	\$ -	\$ 38,063
\$.361/mile * 105,439			
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			

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
Winston-Salem, NC

AGENDA TITLE: Approval of Revised Winston-Salem Police Department School Resource Officer Contract, 2017-2018

AGENDA TOPIC: Approval of Revised Winston-Salem Police Department School Resource Officer Contract, 2017-2018

BACKGROUND INFORMATION:

The Winston-Salem Police Department (WSPD) has been providing School Resource Officers (SROs) for selected schools within Forsyth County pursuant to an Agreement executed between the Board of Education, the City of Winston-Salem and the Winston-Salem Police Department. The current Agreement was amended in 2016 and expires June 30, 2017. Attached is a proposed revised SRO Agreement with an initial term of one (1) year, which may be renewed for additional one (1) year terms upon written agreement of the parties.

The proposed revised agreement includes the following terms:

1. The WSPD will assign one full-time officer to each of the following schools: Atkins High School, Career Center, Carver High School, Glenn High School, Mt. Tabor High School, North Forsyth High School, Parkland High School, Reynolds High School, Winston-Salem Preparatory Academy, John F. Kennedy High School, Hanes/Lowrance Middle School, Jefferson Middle School, Meadowlark Middle School, Mineral Springs Middle School, Northwest Middle School, Paisley Middle School, Philo Hill Middle School, Wiley Middle School, Kingswood School and Main Street Academy.
2. The term of the Agreement is one (1) year from July 1, 2017 to June 30, 2018.
3. WS/FCS will pay the WSPD annually the following amounts: (a) Salaries and fringe benefits for twenty (20) SRO's and seven (7) SRO Supervisors - \$1,983,850.00; (b) Twenty-seven (27) patrol cars (maintenance and fuel) - \$29,210.00; (c) Uniforms and equipment - \$12,520.00; and (d) Indirect costs and training - \$34,070.00.
4. The WSPD may provide extra-duty officers to provide security at extra-curricular events at the rate of \$30.00 per hour for officers and \$35.00 per hour for supervisors, which is an increase of \$2.00/hr. from the previous agreement.
5. All other provisions of the 2016 Agreement remain the same and are incorporated into the revised agreement.

The School Attorney's Office recommends approval of the attached revised School Resource Officer Agreement.

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Education approve the attached revised School Resource Officer Agreement between the Board, City of Winston-Salem and the Winston-Salem Police Department.

Date: 06/27/17

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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 CITY OF WINSTON-SALEM ("CITY") on behalf of the WINSTON-SALEM POLICE DEPARTMENT ("WSPD"), as follows:

WITNESSETH:

WHEREAS, the WS/FCS and the WSPD previously completed a pilot program placing WSPD officers as School Resource Officers (SROs) in CITY schools, and the parties desire to expand and continue the staffing of WSPD officers as SROs at the middle and high schools named below;

WHEREAS, the parties executed a revised agreement in July of 2016, amending the terms of the previous agreement, with an expiration of June 30, 2017;

WHEREAS, the WS/FCS and the CITY 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 WSPD;

WHEREAS, the parties agree the applicable WSPD 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) calendar year, commencing effective the 1st day of July **2017**, and concluding effective the 30th day of June, **2018**. This Agreement may be renewed for additional one (1) year terms upon written agreement of the parties, with prior written notice of intent to renew provided at least sixty (60) days prior to expiration of the current term.
- II. Location of SRO Services.** During the term of this Agreement the CITY and WSPD agree to provide no fewer than one (1) full-time SRO at the following schools:
 - A. Atkins High School;
 - B. Career Center;
 - C. Carver High School;
 - D. Glenn High School;
 - E. Hanes/Lowrance Middle School;
 - F. Jefferson Middle School;
 - G. John F. Kennedy High School
 - H. Kingswood School;
 - I. Main Street Academy;

- J. Meadowlark Middle School;
- K. Mineral Springs Middle School;
- L. Mt. Tabor High School;
- M. North Forsyth High School;
- N. Northwest Middle School;
- O. Paisley Middle School;
- P. Parkland High School;
- Q. Philo Hill Middle School;
- R. R. J. Reynolds High School;
- S. Wiley Middle School; and
- T. Winston-Salem Preparatory Academy.

III. Compensation. The WS/FCS agrees to compensate the CITY in accordance with the following terms:

For and in consideration of the services performed hereunder by the CITY and the WSPD, the WS/FCS agrees to pay annually and in accordance with the payment schedule set forth below, the following amounts:

- A. Twenty (20) officers and six (7) supervisors - \$1,983,850;
- B. Twenty-six (27) patrol cars (maintenance and fuel) - \$29,210;
- C. Uniforms and Equipment - \$12,520; and
- D. Indirect Costs and Training - \$34,070

For each year of the term of this Agreement, the CITY shall invoice the WS/FCS quarterly for an amount equal to one-fourth (1/4) of the total cost set forth in Subsection III above. The WS/FCS agrees to pay each invoice in full within thirty (30) days of receipt. The quarterly schedule 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 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. CITY and WSPD Certifications.

- A. The WS/FCS and the CITY shall be the parties to this Agreement. The CITY and WSPD agree that the WSPD 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 **CITY** and **WSPD** agree that failure of the City and/or **WSPD** to fulfill the obligations of this Agreement shall be considered a material breach by the **CITY**, and may be cause for termination of this Agreement by the WS/FCS, pursuant to subsection XXII 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 the WS/FCS and/or 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 XXII below.
- C. The **CITY** and **WSPD** 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 **CITY** and **WSPD** 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, **CITY** and the **WSPD** agree that the SROs assigned by the **WSPD** 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 **WSPD** shall take appropriate law enforcement action in any given situation;
- F. If the parties agree upon request of the WS/FCS, the **WSPD** may choose to provide metal detector wand or metal detector screening, using WS/FCS supplied and maintained

equipment at extra-curricular and/or extra-class activities designated by the WS/FCS. Wanding and screening may only be utilized if there is an acceptable, uniform, written procedure to ensure the safety of all participants, attendees, and all assigned **WSPD** personnel. The WS/FCS shall hold harmless and indemnify the **CITY** and **WSPD** from any claim, damage, or action, including but not limited to the payment of any attorney's fees, arising from the wanding or metal detector 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 IX.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 IX.A., then the WS/FCS will compensate the SRO for the hours worked in excess according to Section XXIII below.

VII. Employment, Supervision and Assignment of SROs.

- A. The **WSPD** 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 **WSPD** further shall designate not fewer than four (4) supervisors to manage, supervise and evaluate the performance of the assigned SROs during the term of this Agreement. The **WSPD** shall provide for the training of assigned SROs and designated supervisors.
- C. The SROs and supervisor(s) shall be employees of the **WSPD** and shall be subject to the administration, supervision, policies, practices and control of the **CITY** and **WSPD**.
- D. The **CITY** and **WSPD** 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 **CITY** and **WSPD**.
- E. The **CITY** 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 **WSPD**, 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 **CITY** and **WSPD** 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 **WSPD** 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 **CITY** and **WSPD** 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 **CITY** and **WSPD** agrees to provide assigned SROs the employment benefits provided to other similarly situated and ranked employees within the **WSPD**, and agree to provide, at their sole expense, Police Professional Liability insurance to appropriately insure the **CITY**, **WSPD**, assigned SROs and the WS/FCS.
- C. The **CITY** and **WSPD** agree to provide each SRO and supervisor with a fully equipped law enforcement vehicle.
- D. The **WSPD** agrees to staff the SRO program for a period of eleven (11) calendar months during this Agreement and, during the school year, the SROs shall work the same calendar schedule as teachers.
- E. The **WSPD** agrees to assign a SRO to schools, as listed in Section II of this Agreement, hosting summer school sessions or programs such 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 XXII 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. SRO officers will work a 40-hour workweek comprised of their on-site school assignments, investigative activity, and follow-up and administrative duties.

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 **WSPD** 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 **WSPD** 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 X). 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 **WSPD** or the WS/FCS. Briefing sessions will be conducted to provide for the exchange of information between the **WSPD**, 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 **WSPD**.
3. Training sessions will be conducted by the **WSPD** 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 **WSPD** 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 **WSPD** shall place a substitute officer at the school served by the assigned SRO.
6. The **WSPD** 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 **WSPD** to incur overtime pay for such officers.

E. Supplies and Equipment.

1. Uniform and Equipment. The **WSPD** shall provide each assigned SRO and Supervisor with the uniforms and all standard equipment. The **WSPD** 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 **WSPD** 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 **WSPD** 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 **WSPD** 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 **WSPD** agrees that SROs shall not become involved in non-criminal school-related investigations or searches unless requested by the school Principal or administrative staff for the sole purpose of maintaining order during the investigation or search and unless the SRO, in his or her sole discretion, agrees that their presence is necessary to maintain order during the investigation or search. The SRO shall not participate in the investigation or search, and the parties agree that the presence of the SRO in accordance with this section does not constitute approval of, nor participation in, said investigation or search by the SRO, the WSPD or the CITY. If a non-criminal school-related investigation or search uncovers evidence of criminal misconduct, the evidence shall be turned over to the SRO.
 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 **WSPD**, 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 **WSPD**.
2. Use of Drug Sniffing Dog. If the agency has a dedicated canine for use at schools, then the WSPD 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 WSPD does not have a dedicated canine for use at schools, then the WSPD 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. WS/FCS agrees that such drug sniffing dog and its handler shall be allowed full access to any area of a school deemed appropriate for use of the canine by its assigned handler.

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 **WSPD** 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 **WSPD** 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 **WSPD** policies and procedures.
5. The **WSPD** 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 WSPD 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 **WSPD** acknowledge that the principal or school administration must immediately report such criminal acts to the SRO, the SRO Supervisor or the WSPD Communications Center (911).
- C. The WS/FCS and **WSPD** 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 any school within the City limits to which an SRO is not assigned, report of the act shall be made to the WSPD Communications Center (911).
- D. The **WSPD** 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 results of the visits by drug 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.
- B. Assigned SROs and other **WSPD** officers may not inspect and/or copy confidential student education records except in situations where immediate disclosure is necessary to protect the health and safety of students or other individuals.
- 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 **WSPD** officer only such information necessary for the SRO to respond to the emergency situation.

- D. In the event the **WSPD** 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 the WSPD , shall jointly operate and monitor school surveillance cameras to anticipate, prevent, or monitor possible violations of applicable law and school board policies.
- B. The WS/FCS shall own, place and maintain surveillance cameras placed in or upon WS/FCS property. WSPD shall own, place and maintain body-worn cameras for SROs as standard equipment.
- 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, on tape or digitally, 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 **WSPD** 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.
- E. Any recording made by an SRO body-worn camera shall be considered a criminal investigation record pursuant to N.C.G.S. § 132-1.4 and release will be restricted accordingly.

XIII. Annual Sex Offender Registry Check. In accordance with N.C.G.S. § 115C-332.1, the **WSPD** shall annually (no later than June 1 of each calendar year) ensure all **WSPD** employees and/or personnel contracted by **WSPD** 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 **CITY** via a contract with Risk Acceptance Management Corporation, is self-insured for all general liability claims of up to One Million and No/100 Dollars (\$1,000,000.00) per claim. This self-insurance is not participation in a risk pool and does not waive the protection afforded the **CITY** by the doctrine of governmental immunity. The **CITY** is also a self-insured entity, as defined and allowed by the NC Department of Labor, for worker's compensation coverage.
 - B. The **WSPD** 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, including, but not limited to, the agency's use of body worn cameras.
 - 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 **CITY** and the **WSPD**, 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 **CITY** and the **WSPD** 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 **CITY** and the **WSPD**, 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 **CITY** 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 **WSPD** SRO program and the performance of the SROs assigned by the **WSPD**. The WS/FCS evaluation of the **WSPD** SRO

program and each **WSPD** SRO is merely advisory, and the **CITY** and the **WSPD** retain the final authority to evaluate the performance of assigned SROs.

XVI. Auditing. The **CITY** and the **WSPD** agree to provide access to public records maintained by the **CITY** and/or the **WSPD** relevant to the **WSPD** SRO program and services provided pursuant to this Agreement.

XVII. Independent Contractors. The **WS/FCS** and the **CITY** and the **WSPD** 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 Jenkins
General Counsel for the Board of Education
Post Office Box 2513
Winston-Salem, North Carolina 27102
Facsimile: 336-727-8528

To the WSPD: Mr. Barry Rountree
Chief of Police, City of Winston-Salem
Post Office Box 1707
Winston-Salem, North Carolina 27102
Facsimile: 336-773-7996

With Copy to: Ms. Lori Sykes
Assistant City Attorney
Post Office Box 1707
Winston-Salem, North Carolina 27102
Facsimile: 336-773-7996

XX. Disputes Under the Agreement. The **WS/FCS**, **CITY** and **WSPD** 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. 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.

XXII. 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 CITY 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 CITY by WS/FCS, the parties agree that the CITY 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.

XXIII. WS/FCS Request for Extra-Duty Personnel. The WS/FCS may request off-duty WSPD 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 WSPD supervisor for the SRO program. However, all other aspects of the provision of these services by WSPD personnel will be according to the WSPD established procedure for extra-duty work, including payment by WS/FCS of the established hourly rates as shown in the table below:

Position	Hourly Rate
Officer	\$30.00
Supervisor	\$35.00

Generally, one (1) supervisor shall be required for every ten (10) officers. In the event either party proposes an increase in the hourly rate for off-duty WSPD 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

CITY OF WINSTON-SALEM

By: _____
Dana Caudill Jones, Chairman

By: _____
Lee Garrity, City Manager

Attest: _____
Beverly Emory, Superintendent

WINSTON-SALEM POLICE DEPARTMENT

By: _____
Barry D. Rountree, Chief of Police

**WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
WINSTON-SALEM, NORTH CAROLINA**

AGENDA TITLE: Schematic Plan Approval for replacement Stadium at Mount Tabor High School

TOPIC: Presentation of schematic plans for the stadium replacement at Mount Tabor High School

BACKGROUND INFORMATION:

Schematic plans have been prepared for the replacement stadium at Mount Tabor High School. These plans have been developed in conjunction with administrative office personnel, school staff and Building Code Officials.

SUPERINTENDENT'S RECOMMENDATION:

That the Board approve the schematic plans for the replacement stadium at Mount Tabor High School.

WINSTON-SALEM/FORSYTH COUNTY SCHOOLS

WINSTON-SALEM, NORTH CAROLINA

AGENDA TITLE: 2016-2017 Budget Amendment #7 and Transfer #7

AGENDA TOPIC: Consider Approval of 2016-2017 Budget Amendment #7 and Transfer #7

BACKGROUND INFORMATION:

Budget amendments and transfers through June 6, 2017 are reported as required by the School Budget and Fiscal Control Act.

SUPERINTENDENT'S RECOMMENDATION:

That the Board approve the 2016-2017 Budget Amendment #7 and Transfer #7.

WINSTON-SALEM/FORSYTH COUNTY SCHOOLS
Winston-Salem, N.C.

Agenda Number and Title: 2016-17 Budget Amendment #7 and Transfer #7

Topic: 2016-17 Amendment to Budget #7 and Transfer #7

Background Information:

Budget Amendment

Local Current Expense Fund

1. Miscellaneous Income	\$1,400.00
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This amendment budgets funds received from Duke Energy in the amount of \$1,400 for rebate incentives for "high-efficiency" equipment installations at various elementary and middle schools. These additional funds provide \$1,400 for HVAC repair parts, materials and related labor for the maintenance department.

2. Miscellaneous Income	249.00
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This amendment budgets funds received from YWCA in the amount of \$249 for property damages. These additional funds provide \$249 for painting supplies and materials for the maintenance department.

3. Insurance Settlement on School Property	1,307.10
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This amendment budgets funds received from Liberty Mutual Insurance in the amount of \$1,307.10 for property damages. These additional funds provide \$1,307.10 repair parts, materials and labor for the maintenance department.

4. Disposition of Assets	15.00
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This amendment budgets funds received in the amount of \$15 for sale of surplus items. These additional funds provide \$15 painting supplies and materials for the maintenance department.

5. Miscellaneous Income	3,058.72
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This amendment budgets funds received from various sources in the amount of \$2,858.72 for sale of scrap. These additional funds provide \$369.02 for painting supplies and materials, \$1,534.50 for supplies and materials and \$1,155.20 for purchase of non-capitalized computer equipment for the maintenance department.

6. Miscellaneous Income 10,953.98

This amendment budgets funds received from various sources in the amount of \$10,953.98 for sale of scrap metal. These additional funds provide \$10,953.98 for activity bus repairs.

7. Disposition of Assets 713.18

This amendment budgets funds received from GovDeals in the amount of \$713.18 for sale of surplus items. These additional funds provide \$713.18 for supplies and materials for the transportation department.

8. Donations 4,618.05

This amendment budgets funds received from Flow Honda in the amount of \$4,618.05 for the teacher of the year banquet. These additional funds provide \$3,097.25 for other food purchases and \$1,520.80 for supplies and materials.

9. Miscellaneous Income \$16,979.89

This amendment budgets funds in the amount of \$16,979.89 for the Idlewild warehouse racking. These funds provide \$16,979.89 for carpentry supplies and materials for the maintenance department.

Total Local Current Expense Fund Amendments \$39,294.92

State Public School Fund

1. School Technology Fund \$250,531.00

The current budget for School Technology Fund is \$1,360,398. The budget is being increased using unbudgeted funds by \$250,531 to the amount of \$1,610,929. These additional funds provide \$43,397 for purchase of computer equipment, \$3,911 for purchase of non-capitalized equipment, \$1,692 for computer software, \$14,000 for purchase of equipment and \$187,531 for purchase of non-capitalized computer equipment.

2. Classroom Teachers 5,950,000.00

The current budget for Classroom Teachers is \$150,858,600. The budget is being increased by \$5,950,000 to the amount of \$156,808,600 due to pay and benefit rate increases. These additional funds provide \$4,700,000 for teacher salary, \$150,000 for social security and \$1,100,000 for retirement.

3. Career Technical Education - Months of Employment 2,800,000.00

The current budget for Career Technical Education - Months of Employment is \$11,409,900. The budget is being increased by \$2,800,000 to the amount of \$14,209,900 due to pay and benefit rate increases. These additional funds provide \$2,000,000 for CTE teacher salary and \$800,000 for retirement.

4. Instructional Support Personnel 350,000.00

The current budget for Instructional Support Personnel is \$18,240,380. The budget is being increased by \$350,000 to the amount of \$18,590,380 due to pay increases. These additional funds provide \$150,000 for social worker salary and \$200,000 for guidance counselor salary.

Total State Public School Fund Amendments

\$9,350,531.00

Other Restricted Fund

1. Donations \$6,900.00

This amendment budgets donations received from The Winston-Salem Foundation in the amount of \$6,900 for The Peer Project. These additional funds provide \$900 for workshop expenses, \$5,573 for substitute pay - staff development absence and \$427 for social security.

2. Tuition and Fees 29,495.09

This amendment budgets tuition and fees collected in the amount of \$29,495.09 for the STEPS Summer Program. These funds provide \$14,162.50 for additional responsibility pay, \$1,083.45 for social security, \$2,283.00 for retirement, \$1,000.00 for contracted services, \$8,804.57 for supplies and materials and \$2,161.57 for other food purchases.

3. Miscellaneous Income 283,843.00

This amendment budgets funds received from The Special Children's School in the amount of \$283,843 for salaries funded by United Way. These additional funds provide \$54,497 for school based specialist salary, \$53,004 for administrative specialist salary, \$4,706 for bonus pay, \$2,252 for longevity pay, \$72,097 for teacher assistant salary, \$12,757 for clerical salary, \$3,325 for non-teaching substitute pay, \$14,005 for social security, \$30,463 for retirement and \$36,737 for hospital insurance.

4. Rental of School Property 20,000.00

This amendment budgets funds received from various sources in the amount of \$20,000 for rental of RJR Auditorium. These additional funds provide \$20,000 for contracted services.

5. Donations	15,000.00
This amendment budgets funds received from Go Global NC in the amount of \$15,000 for the Confucius Grant. These additional funds provide \$15,000 for supplies and materials. This grant serves Konnoak Elementary, Philo-Hill Middle and the Career Center.	
6. Donations	2,545.00
This amendment budgets funds received from MDC, Inc. (Durham, NC) in the amount of \$2,545.00 for parent surveys. These additional funds provide \$1,295.70 for additional responsibility stipend, \$99.14 for social security, \$142.75 for retirement and \$1,007.41 for supplies and materials.	
7. Tuition and Fees	3,636.76
This amendment budgets tuition and fees collected in the amount of \$3,636.76 for the AP Summer Bridge Program. These funds provide \$2,850.00 for additional responsibility stipend, \$215.25 for social security, \$459.42 for retirement and \$112.09 for other food purchases.	
8. Donations	2,200.00
This amendment budgets funds received from various sources in the amount of \$2,200 for the district-wide science fair. These additional funds provide \$500 for supplies and materials and \$1,700 for other food purchases.	
9. Disposition of Assets	667.00
This amendment budgets funds received from various sources in the amount of \$667 for sale of surplus furniture at Walkertown Middle. These additional funds provide \$667 for supplies and materials for the operations department.	
10. Donations	24,000.00
This amendment budgets funds received in the amount of \$24,000 for the Fuel Up to Play grant. These additional funds provide \$12,000 for supplies and materials.	
11. Donations	51,573.00
This amendment budgets funds received from The Winston-Salem Foundation in the amount of \$51,573 for Inspire 340. These additional funds provide \$30,957 for director/supervisor salary, \$2,369 for social security, \$7,750 for contracted services, \$6,800 for workshop expenses, \$2,000 for supplies and materials, \$1,000 for other food purchases and \$697 for indirect cost.	
12. Donations	750.00
This amendment budget funds received from various sources in the amount of \$750 for the Stand Up, Step Up program. These additional funds provide \$750 for rentals.	

13. Miscellaneous Income 1,300.00

This amendment budgets funds received from various sources in the amount of \$1,300 for summer school celebrations. These additional funds provide \$1,300 for other food purchases.

14. Donations 4,855.00

This amendment budgets funds received from MDC, Inc. (Durham, NC) in the amount of \$4,855.00 for Forsyth Family Voices. These additional funds provide \$2,047.50 for additional responsibility stipend, \$156.64 for social security, \$201.10 for retirement, \$2,200.00 for supplies and materials and \$249.76 for other food purchases.

15. Donations 12,450.00

This amendment budgets funds received from The Winston-Salem Foundation in the amount of \$12,450 for the drumming program. These additional funds provide \$12,450 for contracted services.

16. Other State Allocation 121,116.15

This amendment budgets carryover funds for several grants in the amount of \$121,116.15. These funds provide \$970.78 for travel, \$111,507.03 for other food purchases, \$4,121.06 for supplies and materials, \$3,500.00 for purchase of non-capitalized equipment and \$1,017.28 for purchase of equipment. These funds are for the High School Innovation Project, NC Pre-K Enhancement grant and the Smart Start Quality Maintenance grant.

17. Miscellaneous Income 44,302.34

This amendment budgets carryover funds from several grants in the amount of \$44,302.34. These funds provide \$38,546.44 for purchase of equipment and \$5,755.90 for supplies and materials. These funds are for the Cable 2 PEG grant and the University of Washington grant.

18. Donations 303,620.83

This amendment budgets carryover funds from several grants in the amount of \$303,620.83. These funds provide \$1,920.52 for bus driver salary, \$5,412.30 for work study student salary, \$663.30 for social security, \$211.90 for retirement, \$60.38 for unemployment insurance, \$818.55 for contracted services, \$6,345.03 for workshop expenses, \$10,164.06 for other professional services, \$28,021.35 for contracted transportation, \$3,483.00 for travel, \$128.20 for postage, \$47,090.59 for supplies and materials, \$9.01 for library books, \$660.96 for computer software, \$5,858.04 for other food purchases, \$192,706.95 for miscellaneous contracts and \$66.69 for purchase of equipment. These funds are for All County Band, School Buddies, Carver Band Equipment grant, Local Project Hope grant, Bookworms grant, Tips for Tots grant, Brunson Professional Development grant, Gfeller Foundation grant, National P-3 Institute grant, District-Wide Science Fair, EC Literacy Library grant, Playground Equipment grant, Autism Spectrum Disorder grant, Teen Parents Emergency Fund grant, Carver Athletics grant for soccer and cheerleading, Winston-Salem Foundation Technology Fund, Careers in Construction, Triad BioSummer, Finance Academy, Toyota Family Literacy grant, KBR Summer Feeding and Laura Bush Libraries grant.

19. Other State Allocation	8,318.55
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This amendment budgets carryover funds and new grant funds from various sources in the amount of \$8,318.55 for the Gambling Awareness grant at Kingswood and Main Street Academy. These funds provide \$560.44 for purchase of non-capitalized equipment, \$1,095.26 for purchase of equipment, \$158.54 for field trips, \$6,441.81 for supplies and materials and \$62.50 for other food purchases.

Total Other Restricted Fund Amendments	<u>\$936,572.72</u>
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Capital Outlay Fund

1. Miscellaneous Income	\$25,222.94
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This amendment budgets funds received from Mount Tabor and Reagan high schools in the amount of \$25,222.94 for athletic matching funds. These additional funds provide \$25,222.94 for purchase of equipment.

2. Miscellaneous Income	8,000.00
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This amendment budgets funds received from Friends of Reynolds Auditorium in the amount of \$8,000. These additional funds provide \$8,000 for miscellaneous contracts for the maintenance department.

3. Miscellaneous Income	500.00
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This amendment budgets funds received from The Forsyth County Clerk of Court in the amount of \$500 for restitution payment for passing a school bus. These additional funds provide \$500 for purchase of equipment for the transportation department.

4. Disposition of Fixed Assets	36,795.34
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This amendment budgets funds received from GovDeals in the amount of \$36,795.34 for sale of surplus items. These additional funds provide \$917.35 for purchase of equipment, \$28,877.99 for purchase of vehicles and \$7,000.00 for miscellaneous contracts for the operations and maintenance departments.

5. Insurance Settlement on School Property	24,298.73
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This amendment budgets funds received from Travelers Insurance in the amount of \$24,298.73 for property damages. These additional funds provide \$24,298.73 miscellaneous contracts for the maintenance department.

6. Miscellaneous Insurance	4,970.00
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This amendment budgets funds received from Omni Source in the amount of \$4,970 for sale of scrap. These additional funds provide \$4,970 for purchase of equipment for the transportation department

7. Disposition of Fixes Assets

\$925.00

This amendment budgets funds received from GovDeals in the amount of \$925 for sale of surplus items. These additional funds provide \$925 for purchase of equipment for the transportation department.

8. 2017 Bond Proceeds

\$24,315,000.00

This amendment in the amount of \$24,315,000 is part of the \$350 million school capital projects funded from the 2017 bond proceeds. These funds are being budgeted to cover project expenditures. The amount budgeted for each project is as follows:

Konnoak Elementary School Replacement	\$1,000,000
Maintenance and Capital Projects	\$7,265,000
New Robinhood Road Middle School	\$1,500,000
Lowrance/Paisley Middle School Replacement	\$1,500,000
Pre-K Additions at Various Schools	\$300,000
Easton Elementary School Addition/Renovation	\$500,000
Southeast Middle School Traffic Improvements	\$35,000
Brunson Elementary School Replacement	\$1,000,000
Meadowlark Elem & Mid Sch Traffic Imprv	\$200,000
Philo-Hill Middle School Addition/Renovation	\$1,000,000
Parkland High School Traffic Improvements	\$100,000
Wiley Middle School Addition/Gym Replacement	\$500,000
Wiley/RJR Traffic Improvements	\$250,000
Mount Tabor High School Stadium Replacement	\$300,000
Glenn High School Stadium Replacement	\$300,000
System Wide Technology	\$8,565,000

Total Capital Outlay Fund Amendments

\$24,415,712.01

Child Nutrition Fund

1. Child Nutrition

\$894,725.00

Due to increased revenue collections, this budget amendment is a revision to the Child Nutrition Fund budget for increased/decreased costs of various expenditure accounts totaling an increase of \$894,725. This amendment budgets \$3,107 for clerical salary, \$176,421 for substitute pay, \$170,776 for child nutrition employee salary, \$8,738 for manager salary, \$1,148 for longevity pay, \$7,710 for annual leave, \$21,514 for hospital insurance, \$3,331 for unemployment insurance, \$1,548 for dental insurance, \$61,982 for contracted services, \$500 for advertising cost, \$900 for workshop expenses, \$64,656 for contracted repairs and maintenance, \$485 for rental/lease, \$6,625 for other property services, \$3,660 for postage, \$330,078 for supplies and materials, \$98,889 for repair parts and materials, \$177,946 for food cost, \$127,815 for USDA commodities, \$46,664 for other supplies (food processing) and \$84,000 for depreciation expense with reductions to director/supervisor salary in the amount of \$3,147, to warehouse/deliverymen salary in the amount of \$3,487, to bonus pay in the amount of \$16,131, to bonus leave in the amount of \$5,481, to contracted services - management company in the amount of \$439,548, to mileage & other transportation in the amount of \$17,006, to telephones in the amount of \$849 and to indirect cost in the amount of \$18,119.

Total Child Nutrition Fund Amendments

\$894,725.00

Budget Transfers

The Appropriation Resolution, passed by the Board of Education on September 27, 2016, authorizes the Superintendent to make transfers between purpose and function and to report these transfers to the Board at its next meeting. Transfers are reported as follows:

Local Current Expense Fund

1. Transfer of \$11,585 from account 2-5860-895-146-530 technology specialist salary to account 2-5110-895-411-530 supplies and materials in the amount of \$11,585 to transfer funds per request from Speas Elementary School.
2. Transfer of \$13,000 from account 2-5110-950-411-000 supplies and materials and \$7,000 from account 2-6942-950-411-000 supplies and materials to account 2-5110-950-312-000 workshop expenses in the amount of \$20,000 for consulting fees for Magnet Schools of America training.
3. Transfer of \$218,500 from account 2-5860-903-146-000 technology specialist salary, \$5,000 from account 2-5860-903-211-000 social security, \$10,500 from account 2-5860-903-221-000 retirement and \$43,000 from account 2-5860-903-231-000 hospital insurance to account 2-6300-002-113-000 director/supervisor salary in the amount of \$18,500, to account 2-6300-002-211-000 social security in the amount of \$5,000, to account 2-6300-002-221-000 retirement in the amount of \$10,500, to account 2-6300-002-231-000 hospital insurance in the amount of \$3,000, to account 2-5120-013-181-000 teacher supplement pay in the amount of \$200,000 and to account 2-5120-003-221-000 retirement in the amount of \$40,000 to match budget to actual payroll costs.
4. Transfer of \$245,000 from account 2-5860-903-146-000 technology specialist salary, \$30,000 from account 2-5860-903-221-000 retirement, \$58,000 from account 2-5860-903-231-000 hospital insurance, \$17,000 from account 2-5860-903-211-000 social security and \$100,000 from account 2-5820-903-146-000 testing coordinator salary to account 2-5210-032-311-000 contracted services in the amount of \$330,000 and to account 2-5270-054-311-000 contracted services in the amount of \$120,000 to transfer salary dollars not used due to CPI contract.

State Public School Fund

1. Transfer of \$8,910 from account 1-5120-014-411-000 supplies and materials, \$1,000 from account 1-5120-014-319-000 other professional services, \$5,948 from account 1-5120-014-312-000 workshop expenses, \$1,000 from account 1-5120-014-333-000 field trips, \$77 from account 1-5120-014-462-000 purchase of non-capitalized computer equipment and \$4,031 from account 1-6120-014-312-000 workshop expenses to account 1-5120-014-163-000 substitute pay - staff development absences in the amount of \$5,205, to account 1-5120-014-211-000 social security in the amount of \$398, to account 1-5120-014-351-000 tuition reimbursement in the amount of \$3,307, to account 1-5120-014-332-000 travel in the amount of \$12,025 and to account 1-6120-014-459-000 other food purchases in the amount of \$31 to transfer funds in the Career Technical Education Program Improvement grant.

2. Transfer of \$28,000 from account 1-5110-027-142-000 teacher assistant salary and \$130,000 from account 1-5310-027-142-000 teacher assistant salary to account 1-5210-027-142-000 EC teacher salary in the amount of \$104,900, to account 1-5210-027-211-000 social security in the amount of \$8,000, to account 1-5210-027-221-000 retirement in the amount of \$17,100 and to account 1-5210-027-231-000 hospital insurance in the amount of \$28,000 to match payroll expenditures.

3. Transfer of \$406 from account 1-6550-069-171-480 bus driver salary and \$31 from account 1-6550-069-211-480 social security to account 1-5350-069-411-480 supplies and materials in the amount of \$437 to transfer at-risk funds for Paisley Middle School.

4. Transfer of \$69,000 from account 1-6200-003-151-000 central office clerical salary, \$128,000 from account 1-6400-003-151-000 central office clerical salary, \$25,050 from account 1-5820-003-151-000 data manager salary, \$52,500 from account 1-6300-003-151-000 central office clerical salary, \$3,800 from account 1-6300-003-211-000 social security, \$8,600 from account 1-6300-003-221-000 retirement, \$9,000 from account 1-6300-003-231-000 hospital insurance, \$124,010 from account 1-6612-003-151-000 central office clerical salary, \$7,750 from account 1-6612-003-211-000 social security, \$20,530 from account 1-6612-003-221-000 retirement and \$18,660 from account 1-6612-003-231-000 hospital insurance to account 1-5110-003-162-000 substitute pay - regular absence in the amount of \$222,000, to account 1-5210-003-162-000 substitute pay - regular absence in the amount of \$18,000, to account 1-6570-003-151-000 central office clerical salary in the amount of \$38,900 and to account 1-6580-003-151-000 central office clerical salary in the amount of \$188,000 to match budget to actual payroll costs.

Federal Grants Fund

1. Transfer of \$1,000.00 from account 1-5120-017-197-000 workshop instructor pay, \$76.50 from account 1-5120-017-211-000 social security, \$163.30 from account 3-5120-017-221-000 retirement, \$4,755.61 from account 3-5120-017-333-000 field trips, \$100.00 from account 3-5120-017-342-000 postage, \$14,078.72 from account 3-5120-017-411-000 supplies and materials, \$5,608.19 from account 3-5120-017-418-000 computer software, \$267.00 from account 3-5120-017-462-000 purchase of non-capitalized computer equipment, \$3,800.00 from account 3-6120-017-312-000 workshop expenses and \$444.01 from account 3-8100-017-392-000 indirect cost to account 3-5120-017-311-000 contracted services in the amount of \$17,400.00, to account 3-5120-017-312-000 workshop expenses in the amount of \$1,333.52, to account 3-5120-017-332-000 travel in the amount of \$779.79, to account 3-5120-017-461-000 purchase of non-capitalized equipment in the amount of \$4,610.19, to account 3-5120-017-541-000 purchase of equipment in the amount of \$5,274.67 and to account 3-5120-017-542-000 purchase of computer equipment in the amount of \$895.16 to transfer funds in the Career Technical Education - Program Improvement grant.

Other Restricted Fund

1. Transfer of \$3,221.00 from account 8-5350-758-198-460 tutor pay, \$246.00 from account 8-5350-758-211-460 social security, \$533.00 from account 8-5350-758-221-460 retirement, \$2,416.00 from account 8-5350-758-198-492 tutor pay, \$185.00 from account 8-5350-758-211-492 social security, \$399.00 from account 8-5350-758-221-492 retirement, \$28,368.00 from account 8-5350-758-131-000 project graduation coordinator salary, \$2,132.00 from account 8-5350-758-211-000 social security, \$8,770.15 from account 8-5310-758-146-426 reading interventionist salary, \$671.50 from account 8-5310-758-211-426 social security and \$1,413.26 from account 8-5310-758-221-426 retirement to account 8-5880-758-411-460 supplies and materials in the amount of \$4,000.00, to account 8-5880-758-459-492 other food purchases in the amount of \$3,000.00, to account 8-5350-758-332-000 travel in the amount of \$500.00, to account 8-5350-758-146-000 high school liaison salary in the amount of \$27,868.00, to account 8-5350-758-211-000 social security in the amount of \$2,132.00, to account 8-5350-758-198-426 tutor pay in the amount of \$8,770.15, to account 8-5350-758-211-426 social security in the amount of \$671.50 and to account 8-5350-758-221-426 retirement in the amount of \$1,413.26 to transfer funds in United Way Tutoring grant.

That the Board approve 2016-17 Budget Amendment #7 and Transfer #7.

BUDGET AMENDMENT #7 AND BUDGET TRANSFER #7
Winston-Salem/Forsyth County Schools

Be it resolved that the following amendment and transfer be made to the Budget Resolution for the fiscal year ending June 30, 2017.

	Approved Budget	Amendment No. 7	Transfer No. 7	Revised Budget
Local Current Expense Fund				
Instructional Services				
5100 Regular Instructional Services	\$37,798,755.00		\$258,585.00	\$38,057,340.00
5200 Special Instructional Services	5,311,219.00		450,000.00	5,761,219.00
5300 Alternative Programs and Services	1,644,987.00			1,644,987.00
5400 School Leadership Services	7,617,140.00			7,617,140.00
5500 Co-Curricular Services	3,889,189.58	10,953.98		3,900,143.56
5800 School-Based Support Services	10,603,753.00		(738,585.00)	9,865,168.00
System-Wide Support Services				
6100 Support and Development Services	1,434,449.00			1,434,449.00
6200 Special Population Support & Development Ser.	699,407.00			699,407.00
6300 Alternative Programs, Support & Develop Servs.	400,457.00		37,000.00	437,457.00
6400 Technology Support Services	2,988,442.00			2,988,442.00
6500 Operational Support Services	28,705,724.73	23,722.89		28,729,447.62
6600 Financial and Human Resource Services	3,773,298.00	4,618.05		3,777,916.05
6700 Accountability Services	825,693.00			825,693.00
6800 System-Wide Pupil Support Services	777,410.00			777,410.00
6900 Policy, Leadership and Public Relations	2,421,155.00		(7,000.00)	2,414,155.00
Ancillary Services				
7100 Community Services	838,208.00			838,208.00
7200 Nutrition Services	16,000.00			16,000.00
Non-Programmed Charges				
8100 Payments to Other Governmental Units and Transfer of Funds	5,400,000.00			5,400,000.00
TOTALS	\$115,145,287.31	\$39,294.92	\$0.00	\$115,184,582.23
Source of Revenue:				
Miscellaneous Revenues		\$32,641.59		
Insurance Settlement on School Property		1,307.10		
Disposition of Assets		728.18		
Donations		4,618.05		
		\$39,294.92		

BUDGET AMENDMENT #7 AND BUDGET TRANSFER #7
Winston-Salem/Forsyth County Schools

Be it resolved that the following amendment and transfer be made to the Budget Resolution for the fiscal year ending June 30, 2017.

	Approved Budget	Amendment No. 7	Transfer No. 7	Revised Budget
State Public School Fund				
Instructional Services				
5100 Regular Instructional Services	\$175,190,213.00	\$6,136,531.00	\$198,000.00	\$181,524,744.00
5200 Special Populations Services	51,041,525.00	2,850,000.00	176,000.00	54,067,525.00
5300 Alternative Programs and Services	18,512,689.00	150,000.00	(129,563.00)	18,533,126.00
5400 School Leadership Services	19,815,736.00			19,815,736.00
5800 School-Based Support Services	21,523,034.00	200,000.00	(25,050.00)	21,697,984.00
System-Wide Support Services				
6100 Support and Development Services	1,380,361.00		(4,000.00)	1,376,361.00
6200 Special Population Support & Development Ser.	859,840.00		(69,000.00)	790,840.00
6300 Alternative Programs, Support & Develop Servs.	155,895.00		(73,900.00)	81,995.00
6400 Technology Support Services	487,800.00	14,000.00	(128,000.00)	373,800.00
6500 Operational Support Services	21,940,969.00		226,463.00	22,167,432.00
6600 Financial and Human Resource Services	1,070,170.00		(170,950.00)	899,220.00
6800 System-Wide Pupil Support Services	12,500.00			12,500.00
6900 Policy, Leadership and Public Relations	661,380.00			661,380.00
Ancillary Services				
7200 Nutrition Services	75,400.00			75,400.00
TOTALS	\$312,727,512.00	\$9,350,531.00	\$0.00	\$322,078,043.00
Source of Revenue:				
State Public School Fund		\$9,350,531.00		
		\$9,350,531.00		

BUDGET AMENDMENT #7 AND BUDGET TRANSFER #7
Winston-Salem/Forsyth County Schools

Be it resolved that the following amendment and transfer be made to the Budget Resolution for the fiscal year ending June 30, 2017.

	Approved Budget	Amendment No. 7	Transfer No. 7	Revised Budget
Federal Grants Fund				
Instructional Services				
5100 Regular Instructional Services	\$2,983,764.49		\$4,244.01	\$2,988,008.50
5200 Special Populations Services	14,572,645.25			14,572,645.25
5300 Alternative Programs and Services	22,319,510.45			22,319,510.45
5400 School Leadership Services	23,705.25			23,705.25
5800 School-Based Support Services	2,568,263.94			2,568,263.94
System-Wide Support Services				
6100 Support and Development Services	136,622.54		(3,800.00)	132,822.54
6200 Special Population Support & Development Ser.	641,605.52			641,605.52
6300 Alternative Programs, Support & Develop Servs.	921,902.30			921,902.30
6500 Operational Support Services	52,114.10			52,114.10
Non-Programmed Charges				
8100 Payments to Other Governmental Units and Transfer of Funds	817,349.82		(444.01)	816,905.81
8200 Unbudgeted Federal Funds	2,075,121.39			2,075,121.39
TOTALS	\$47,112,605.05	\$0.00	\$0.00	\$47,112,605.05

BUDGET AMENDMENT #7 AND BUDGET TRANSFER #7
Winston-Salem/Forsyth County Schools

Be it resolved that the following amendment and transfer be made to the Budget Resolution for the fiscal year ending June 30, 2017.

	Approved Budget	Amendment No. 7	Transfer No. 7	Revised Budget
Other Restricted Fund				
Instructional Services				
5100 Regular Instructional Services	\$2,007,425.05	\$66,228.33		\$2,073,653.38
5200 Special Populations Services	2,528,551.00	85,649.86		2,614,200.86
5300 Alternative Programs and Services	1,681,325.00	169,047.40	(7,000.00)	1,843,372.40
5400 School Leadership Services	81,000.00	19,436.03		100,436.03
5500 Co-Curricular Services	443,646.38	10,074.40		453,720.78
5800 School-Based Support Services	1,244,504.80	140,460.51	7,000.00	1,391,965.31
System-Wide Support Services				
6200 Special Population Support & Development Ser.	52,422.00			52,422.00
6500 Operational Support Services	4,055,964.79	243,068.57		4,299,033.36
6600 Financial and Human Resource Services	9,200.00	49,059.18		58,259.18
6700 Accountability Services	37,750.00			37,750.00
6800 System-Wide Pupil Support Services	25,557.20	38,546.44		64,103.64
6900 Policy, Leadership and Public Relations	14,500.00	1,500.00		16,000.00
Ancillary Services				
7100 Community Services	15,500.00	112,805.00		128,305.00
7200 Nutrition Services	1,000.00			1,000.00
Non-Programmed Charges				
8100 Payments to Other Governmental Units and Transfer of Funds	12,837.00	697.00		13,534.00
TOTALS	\$12,211,183.22	\$936,572.72	\$0.00	\$13,147,755.94
Source of Revenue:				
Other Restricted Funds		\$773,339.17		
Other State Allocation		129,434.70		
Tuition and Fees		33,131.85		
Disposition of Assets		667.00		
		\$936,572.72		

BUDGET AMENDMENT #7 AND BUDGET TRANSFER #7
Winston-Salem/Forsyth County Schools

Be it resolved that the following amendment and transfer be made to the Budget Resolution for the fiscal year ending June 30, 2017.

	Approved Budget	Amendment No. 7	Transfer No. 7	Revised Budget
Capital Outlay Fund				
Category Outlay				
5100 Regular Instructional Services	\$5,549,837.00			\$5,549,837.00
6400 Technology Support Services	34,000.00			34,000.00
6500 Operational Support Services	2,614,653.37	75,489.07		2,690,142.44
6700 Accountability Services	1,500.00			1,500.00
9000 System-Wide	1,000.00	25,222.94		26,222.94
2016 Capital Maintenance 2/3 Bonds				
6500 1. Capital Projects	10,235,000.00			10,235,000.00
2015-16 Capital Maintenance				
6500 2. Capital Projects	1,627,940.06			1,627,940.06
2015 Facilities CPO				
6500 3. Capital Projects	1,300,718.00			1,300,718.00
2017 County Bond				
9000 4. Konnoak Elementary School Replacement	0.00	1,000,000.00		1,000,000.00
9002 5. Maintenance and Capital Projects	0.00	7,265,000.00		7,265,000.00
9000 6. New Robinhood Road Middle School	0.00	1,500,000.00		1,500,000.00
9000 7. Lowrance/Paisley Replacement	0.00	1,500,000.00		1,500,000.00
9001 8. Pre-K Additions at Various Schools	0.00	300,000.00		300,000.00
9000 9. Easton Elementary School Addition/Renov.	0.00	500,000.00		500,000.00
9000 10. Southeast Middle Sch. Traffic Improvements	0.00	35,000.00		35,000.00
9000 11. Brunson Elementary School Replacement	0.00	1,000,000.00		1,000,000.00
9000 12. Meadowlark Elem & Mid Traffic Imprvmnts	0.00	200,000.00		200,000.00
9000 13. Philo-Hill Middle Addition/Renovation	0.00	1,000,000.00		1,000,000.00
9000 14. Parkland High School Traffic Improvements	0.00	100,000.00		100,000.00
9001 15. Wiley Middle Addition/Gym Replacement	0.00	500,000.00		500,000.00
9000 16. Wiley/RJR Traffic Improvements	0.00	250,000.00		250,000.00
9000 17. Mt Tabor High Sch Stadium Replacement	0.00	300,000.00		300,000.00
9000 18. Glenn High School Stadium Replacement	0.00	300,000.00		300,000.00
9000 19. System Wide Technology	0.00	8,565,000.00		8,565,000.00
TOTALS	\$21,364,648.43	\$24,415,712.01	\$0.00	\$45,780,360.44

Source of Revenue:

Disposition of Fixed Assets	\$37,720.34
Insurance Settlement on School Property	24,298.73
Miscellaneous Income	38,692.94
2017 County Bond Proceeds	24,315,000.00
	\$24,415,712.01

BUDGET AMENDMENT #7 AND BUDGET TRANSFER #7
Winston-Salem/Forsyth County Schools

Be it resolved that the following amendment and transfer be made to the Budget Resolution for the fiscal year ending June 30, 2017.

	Approved Budget	Amendment No. 7	Transfer No. 7	Revised Budget
Child Nutrition Fund				
Ancillary Services				
7200 Nutrition Services	\$24,006,895.00	\$912,844.00		\$24,919,739.00
Non-Programmed Charges				
8100 Payments to Other Governmental Units and Transfer of Funds	992,131.00	(18,119.00)		974,012.00
TOTALS	\$24,999,026.00	\$894,725.00	\$0.00	\$25,893,751.00
Source of Revenue:				
USDA Reimbursements & Commodities		\$773,775.00		
Cafeteria Sales		98,633.00		
Miscellaneous Revenues		22,317.00		
		\$894,725.00		
Summary				
Local Current Expense Fund	\$115,145,287.31	\$39,294.92	\$0.00	\$115,184,582.23
State Public School Fund	312,727,512.00	9,350,531.00	0.00	322,078,043.00
Federal Grants Fund	47,112,605.05	0.00	0.00	47,112,605.05
Other Restricted Fund	12,211,183.22	936,572.72	0.00	13,147,755.94
Capital Outlay Fund	21,364,648.43	24,415,712.01	0.00	45,780,360.44
Child Nutrition Fund	24,999,026.00	894,725.00	0.00	25,893,751.00
TOTALS	\$533,560,262.01	\$35,636,835.65	\$0.00	\$569,197,097.66

Passed by majority vote of the Board of Education of Forsyth County

on the _____ day of _____, 2017.

Chairman, Board of Education

Secretary, Board of Education

WINSTON-SALEM/FORSYTH COUNTY SCHOOLS

WINSTON-SALEM, NORTH CAROLINA

AGENDA TITLE: 2016-2017 Budget Amendment #8 and Transfer #8

AGENDA TOPIC: Consider Approval of 2016-2017 Budget Amendment #8 and Transfer #8

BACKGROUND INFORMATION:

Budget amendments and transfers through June 30, 2017 are reported as required by the School Budget and Fiscal Control Act.

SUPERINTENDENT'S RECOMMENDATION:

That the Board approve the 2016-2017 Budget Amendment #8 and Transfer #8.

WINSTON-SALEM/FORSYTH COUNTY SCHOOLS
Winston-Salem, N.C.

Agenda Number and Title: 2016-17 Budget Amendment #8 and Transfer #8

Topic: 2016-17 Amendment to Budget #8 and Transfer #8

Background Information:

Budget Amendment

Local Current Expense Fund

1. Interest Earned	\$35,000.00
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This amendment budgets interest earned in the amount of \$35,000. These additional funds provide \$35,000 for other professional services.

Total Local Current Expense Fund Amendments	<u>\$35,000.00</u>
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Federal Grants Fund

1. IDEA VI-B Special Needs Targeted Assistance	\$12,500.00
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The current budget for IDEA VI-B Special Needs Targeted is \$17,140.17. The budget is being increased using unbudgeted funds by \$12,500.00 to the amount of \$29,640.17. These additional funds provide \$4,000.00 for substitute pay - staff development absence, \$306.00 for social security, \$653.20 for retirement, \$7,305.32 for workshop expenses and \$235.48 for indirect cost.

2. IDEA State Improvement Grant	26,362.50
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The current budget for IDEA State Improvement Grant is \$5,933.01. The budget is being increased using unbudgeted funds by \$26,362.50 to the amount of \$32,295.51. These additional funds provide \$8,750.00 for additional responsibility stipend, \$1,500.00 for workshop participant pay, \$784.13 for social security, \$1,428.88 for retirement, \$1,000.00 for workshop expenses, \$258.49 for indirect cost and \$12,641.00 for unbudgeted funds.

3. IDEA Targeted Assistance for Preschool

16,509.38

The current budget for IDEA Pre-School Handicapped is \$4,442.47. The budget is being increased using unbudgeted funds by \$16,509.38 to the amount of \$20,951.85. These additional funds provide \$4,210.61 for supplies and materials, \$1,200.00 for substitute pay - staff development absence, \$91.80 for social security, \$195.96 for retirement, \$500.00 for workshop expenses, \$10,000.00 for computer software and \$311.01 for indirect cost.

Total Federal Grants Fund Amendments

\$55,371.88

Other Restricted Fund

1. Donations

\$354,575.27

This amendment budgets funds received in the amount of \$354,575.27 from the Winston-Salem Foundation for the Peer Project. These additional funds provide \$31,900.00 for supplies and materials, \$88,136.00 for workshop expenses, \$185,634.27 for workshop participant pay, \$14,486.00 for social security, \$30,704.00 for retirement and \$3,715.00 for substitute pay - staff development absences.

2. Sales Tax Refund

25,878.00

This amendment budgets funds received from sales tax refunds in the amount of \$25,878. These additional funds provide \$16,850 for contracted services and \$9,028 for supplies and materials.

3. Rental of School Property

23,240.00

This amendment budgets funds received from rental of school property in the amount of \$23,240. These additional funds provide \$23,240 for supplies and materials.

4. Donations

98,900.00

This amendment budgets funds received from Chartwells in the amount of \$98,900 to be used at the discretion of the Superintendent. These funds provide \$3,900 for workshop participant pay, \$400 for social security, \$600 for retirement, \$8,500 for supplies and materials, \$11,100 for other food purchases, \$70,900 for workshop expenses and \$3,500 for membership dues and fees.

5. Donations

5,000.00

This amendment budgets funds received from Truliant Federal Credit Union in the amount of \$5,000.00 for the social studies grant. These additional funds provide \$2,718.14 for supplies and materials, \$1,837.40 for additional responsibility stipend, \$140.56 for social security and \$303.90 for retirement.

6. Other State Allocations

217,500.00

This amendment budgets funds received from Family Services in the amount of \$217,500 for the pre-k program. These funds provide \$97,000 for pre-k teacher salary, \$42,000 for pre-k teacher assistant salary, \$4,100 for substitute pay - regular absence, \$1,000 for non-teaching substitute pay, \$1,200 for bonus pay, \$7,700 for teacher supplement, \$500 for longevity pay, \$12,000 for social security, \$25,000 for retirement and \$27,000 for hospital insurance. This grant funds pre-k classrooms at Griffith, North Hills and Old Town elementary schools.

7. Other State Allocation

1,560,900.00

This amendment budgets funds received from SmartStart of Forsyth County in the amount of \$1,560,900 for the pre-k program. These additional funds provide \$737,900 for pre-k teacher salary, \$300,000 for pre-k teacher assistant salary, \$20,000 for substitute pay - regular absence, \$25,000 for non-teaching substitute pay, \$7,000 for bonus pay, \$60,000 for teacher supplement, \$5,000 for longevity pay, \$80,000 for social security, \$200,000 for retirement, \$100,000 for hospital insurance, \$1,000 for travel and \$25,000 for supplies and materials. This grant funds pre-k classrooms at Diggs/Latham, Easton, Forest Park, Gibson, Ibrahim, Kimberley Park, Middle Fork, Speas, Caleb's Creek, Kimmel Farm, Smith Farm and Walkertown elementary schools.

8. Donations

2,600.00

This amendment budgets funds received from The National Center for Family Literacy in the amount of \$2,600 to fund attendance at the National Center for Family Literacy conference. These additional funds provide \$2,600 for travel.

9. Donations

110,631.65

This amendment budgets funds received from The Winston-Salem Foundation in the amount of \$110,631.65 for Camp Pride to be held at Cook Elementary School. These additional funds provide \$4,831.00 for director/supervisor salary, \$20,331.00 for teacher salary, \$7,017.00 for teacher assistant salary, \$4,638.00 for tutor pay, \$2,818.00 for social security, \$6,090.00 for retirement, \$55,906.65 for supplies and materials, \$3,000.00 for other food purchases, \$4,000.00 for contracted transportation and \$2,000.00 for field trips.

10. Donations

41,645.00

This amendment budgets funds received from The Winston-Salem Foundation in the amount of \$41,645 for Kick Off to K to be held at Cook Elementary School. These additional funds provide \$2,415 for director/supervisor salary, \$12,682 for teacher salary, \$4,678 for teacher assistant salary, \$644 for interpreter salary, \$3,785 for school based specialist salary, \$464 for substitute pay - regular absence, \$805 for curriculum development stipend, \$1,678 for additional responsibility stipend, \$2,079 for social security, \$4,415 for retirement, \$1,000 for printing cost, \$300 for travel, \$150 for postage and \$6,550 for supplies and materials.

11. Donations	35,034.00
This amendment budgets funds from United Way in the amount of \$35,034 for the Forsyth Promise Data Analyst grant. These funds provide \$25,974 for data analyst salary, \$1,988 for social security, \$4,242 for retirement and \$2,830 for hospital insurance.	
12. Donations	53,100.00
This amendment budgets funds received from The Winston-Salem Foundation in the amount of \$53,100 for the Project Impact Program Manager grant. These additional funds provide \$38,200 for program manager salary, \$2,922 for social security, \$6,319 for retirement and \$5,659 for hospital insurance.	
13. Donations	400,000.00
This amendment budgets funds received from The Winston-Salem Foundation in the amount of \$400,000 for summer school. These additional funds provide \$1,575 for other food purchases, \$135,000 for supplies and materials, \$2,025 for contracted services, \$210,484 for tutor pay, \$16,102 for social security and \$34,814 for retirement.	
14. Donations	11,000.00
This amendment budgets funds received from Women Who Care in the amount of \$11,000.00 for needs of students in the Clemmons area. These additional funds provide \$607.50 for field trips and \$10,392.50 for supplies and materials.	
15. Donations	15,000.00
This amendment budgets funds received from Fidelity Charitable Trust in the amount of \$15,000 for the 2016-17 kick-off rally. These additional funds provide \$15,000 for workshop expenses.	
16. Donations	2,911.00
This amendment budgets funds received in the amount of \$2,911 for the Lego Makerspace for Kernersville Middle School. These additional funds provide \$2,911 for supplies and materials.	
17. Donations	500.00
This amendment budgets funds received from Truliant Federal Credit Union in the amount of \$500 for the Core Value Summit. These additional funds provide \$402 for daycare worker salary, \$31 for social security and \$67 for retirement.	
18. Miscellaneous Income	3,500.00
This amendment budgets funds received from Frame Machine in the amount of \$3,500 for Career Technical Education (CTE). These additional funds provide \$3,500 for supplies and materials.	

19. Donations

49,020.72

This amendment budgets carryover funds in the amount of \$49,020.72 for several grant. These funds provide \$261.40 for substitute pay - staff development absence, \$177.00 for bus driver pay, \$415.01 for additional responsibility stipend, \$60.69 for social security, \$88.16 for retirement, \$575.00 for contracted services, \$7,183.43 for indirect cost, \$21,806.37 for supplies and materials, \$7,342.84 for miscellaneous contracts and \$11,110.82 for other food purchases. These funds are for the First Lego League grant, Parent Involvement Mobile Unit grant, Ready Schools/Ready Classrooms grant, TQRIS (Tiered Quality Rating) grant and the CLC grant.

20. Donations

118,356.93

This amendment budgets carryover funds and new grant funds received from Kate B. Reynolds Trust in the amount of \$118,356.93 for the Power of K grant. These funds provide \$20,000.00 for substitute pay - staff development absence, \$12,000.00 for workshop participant pay, \$3,213.00 for social security, \$3,468.00 for retirement, \$33,150.46 for contracted services, \$22,150.47 for workshop expenses, \$500.00 for other food purchases, \$1,000.00 for bus driver salary, \$8,000.00 for travel and \$14,875.00 for indirect cost.

21. Miscellaneous Income

3,000.00

This amendment budgets funds received from UNC-G in the amount of \$3,000 for the T-4 grant. These funds provide \$3,000 for supplies and materials. This grant serves Kernersville Middle, Southeast Middle and East Forsyth High schools.

22. Donations

149,512.74

This amendment budgets carryover and new grant funds received from Kate B. Reynolds Trust in the amount of \$149,512.74 for the Ready School Coordinator grant. These funds provide \$70,572.00 for director/supervisor salary, \$352.86 for bonus pay, \$3,175.74 for longevity, \$5,635.09 for social security, \$12,075.36 for retirement, \$5,658.96 for hospital insurance, \$1,000.00 for workshop expenses, \$600.00 for travel, \$6,501.25 for supplies and materials, \$159.12 for bus driver salary and \$43,782.36 for indirect cost.

23. Donations

440,135.15

This amendment budgets carryover and new grant funds received from Kate B. Reynolds Trust in the amount of \$440,135.15 for the Great Expectations grant. These additional funds provide \$30,000.00 for substitute pay - staff development absence, \$5,000.00 for social security, \$1,000.00 for retirement, \$30,000.00 for workshop expenses, \$60,000.00 for travel, \$273,440.64 for supplies and materials and \$40,694.51 for indirect cost.

24. Tuition and Fees

195,418.30

This amendment budgets tuition fees collected in the amount of \$195,418.30 for driver training. These additional funds provide \$192,235.00 for purchase of vehicles and \$3,183.30 for license and title fees for driver training cars.

25. Tuition and Fees

170,000.00

This amendment budgets tuition fees collected in the amount of \$170,000 for Summer Enrichment. These additional funds provide \$4,000 for purchase of equipment, \$8,000 for purchase of computer equipment, \$81,000 for teacher salary - extended contract, \$8,000 clerical salary, \$5,000 for social security, \$15,000 for retirement, \$20,000 for contracted services, \$5,000 for field trips, \$1,000 for postage, \$20,000 for supplies and materials and \$3,000 for other food purchases.

Total Other Restricted Fund Amendments

\$4,087,358.76Capital Outlay Fund

1. Miscellaneous Income

\$58,000.00

This amendment budgets funds received from student parking fees in the amount of \$58,000 for paving projects at Parkland and Atkins high schools. These additional funds provide \$58,000 for improvements to existing sites.

2. Miscellaneous Income

344.12

This amendment budgets funds received from Imprints Cares in the amount of \$344.12 for damages to Piney Grove Elementary School. These additional funds provide \$344.12 for miscellaneous contracts for the maintenance department.

3. 2015 Capital Projects Ordinance

2,722,757.54

This amendment budgets funds in the amount of \$2,722,757.54 for the 2015 Capital Projects Ordinance. These funds provide \$10,000.00 for HVAC contract, \$80,000.00 for electrical contract, \$8,600.00 for plumbing contract, \$38,000.00 for architects fees, \$2,336,157.54 for miscellaneous contracts, \$100,000.00 for improvement to existing sites and \$150,000.00 for purchase of computer equipment.

Total Capital Outlay Fund Amendments

\$2,781,101.66

Child Nutrition Fund

1. Child Nutrition

\$175,282.00

Due to increased revenue collections, this budget amendment is a revision to the Child Nutrition Fund budget for increased/decreased costs of various expenditure accounts totaling an increase of \$175,282. This amendment budgets \$234 for longevity pay, \$299,992 for contracted services-management company, \$381 for natural gas, \$4,546 for gas/diesel fuel and \$1,843 for USDA commodities with reductions to substitute/additional pay salary & hourly in the amount of \$65,740, to child nutrition employees salary in the amount of \$65,740 and to bonus leave in the amount of \$234.

Total Child Nutrition Fund Amendments

\$175,282.00

Budget Transfers

The Appropriation Resolution, passed by the Board of Education on September 27, 2016, authorizes the Superintendent to make transfers between purpose and function and to report these transfers to the Board at its next meeting. Transfers are reported as follows:

Local Current Expense Fund

1. Transfer of \$400,000 from account 2-5110-001-121-000 teacher salary to account 2-5210-032-311-000 contracted services in the amount of \$400,000 to reflect salary slippage and additional contract costs.
2. Transfer of \$200,000 from account 2-5402-005-116-000 assistant principal salary, \$100,000 from account 2-5810-007-131-000 media coordinator salary, \$70,000 from account 2-5810-003-151-000 media assistant salary, \$35,000 from account 2-5810-003-165-000 non-teaching substitute pay, \$60,000 from account 2-5820-003-231-000 hospital insurance, \$75,000 from account 2-5820-003-221-000 retirement and \$55,000 from account 2-5890-003-146-000 school based specialist pay to account 2-5860-903-146-000 technology specialist salary in the amount of \$177,300, to account 2-5860-903-211-000 social security in the amount of \$1,700, to account 2-5860-903-221-000 retirement in the amount of \$2,270, to account 2-5860-903-231-000 hospital insurance in the amount of \$39,870, to account 2-5110-027-311-000 contracted services in the amount of \$225,000 and to account 2-5210-032-311-000 contracted services in the amount of \$148,860 to correct duplicate transfer and reflect salary savings due to contract with temporary agency.

State Public School Fund

1. Transfer of \$17,788 from account 1-5110-055-135-362 lead teacher salary, \$1,360 from account 1-5110-055-211-362 social security, \$19,950 from account 1-5110-055-311-362 contracted services, \$6,417 from account 1-5110-055-312-362 workshop expenses, \$2,251 from account 1-5110-055-462-362 purchase of non-capitalized computer equipment, \$9,299 from account 1-5110-055-541-362 purchase of equipment, \$24 from account 1-6110-055-342-362 postage, \$2,302 from account 1-5110-055-461-362 purchase of non-capitalized equipment, \$151 from account 1-6110-055-312-362 workshop expenses, \$200 from account 1-6110-055-332-362 travel, \$376 from account 1-6110-055-411-362 supplies and materials and \$36 from account 1-5110-055-163-362 substitute pay - staff development absence, to account 1-5400-005-151-362 office clerical salary in the amount of \$16,595, to account 1-5400-055-211-362 social security in the amount of \$953, to account 1-5400-055-221-362 retirement in the amount of \$3,193, to account 1-5400-055-231-362 hospital insurance in the amount of \$3,977, to account 1-5110-055-333-362 field trips in the amount of \$3,132, to account 1-5830-055-411-362 supplies and materials in the amount of \$1,538, to account 1-6110-055-311-362 contracted services in the amount of \$1,613, to account 1-6110-055-341-362 telephones in the amount of \$191, to account 1-6110-055-313-362 advertising costs in the amount of \$2,709, to account 1-5110-055-413-362 textbooks in the amount of \$9,508 and to account 1-5110-055-411-362 supplies and materials in the amount of \$16,745 to transfer funds in the Learn and Earn grant for Forsyth Early College.

Federal Grants Fund

1. Transfer of \$3,954.50 from account 3-5350-110-198-000 tutor pay, \$302.52 from account 3-5350-110-211-000 social security, \$645.77 from account 3-5350-110-221-000 retirement, \$2,100.00 from account 3-5350-110-333-000 field trips, \$5,000.00 from account 3-6550-110-331-000 contracted transportation and \$39.56 from account 3-8100-110-392-000 indirect cost to account 3-5350-110-311-000 contracted services in the amount of \$2,100.00 and to account 3-5350-110-411-000 supplies and materials in the amount of \$9,942.35 to transfer funds in the 21st Century Community Learning Center grant to cover activities and supplies for summer program.

Other Restricted Fund

1. Transfer of \$500 from account 8-5402-526-312-320 workshop expenses to account 8-5110-526-312-320 workshop expenses in the amount of \$500 to transfer funds in the Brunson Professional Development grant.

That the Board approve 2016-17 Budget Amendment #8 and Transfer #8.

BUDGET AMENDMENT #8 AND BUDGET TRANSFER #8
Winston-Salem/Forsyth County Schools

Be it resolved that the following amendment and transfer be made to the Budget Resolution for the fiscal year ending June 30, 2017.

	Approved Budget	Amendment No. 8	Transfer No. 8	Revised Budget
Local Current Expense Fund				
Instructional Services				
5100 Regular Instructional Services	\$38,057,340.00		(\$175,000.00)	\$37,882,340.00
5200 Special Instructional Services	5,761,219.00		548,860.00	6,310,079.00
5300 Alternative Programs and Services	1,644,987.00			1,644,987.00
5400 School Leadership Services	7,617,140.00		(200,000.00)	7,417,140.00
5500 Co-Curricular Services	3,900,143.56			3,900,143.56
5800 School-Based Support Services	9,865,168.00		(173,860.00)	9,691,308.00
System-Wide Support Services				
6100 Support and Development Services	1,434,449.00			1,434,449.00
6200 Special Population Support & Development Ser.	699,407.00			699,407.00
6300 Alternative Programs, Support & Develop Servs.	437,457.00			437,457.00
6400 Technology Support Services	2,988,442.00			2,988,442.00
6500 Operational Support Services	28,729,447.62			28,729,447.62
6600 Financial and Human Resource Services	3,777,916.05	35,000.00		3,812,916.05
6700 Accountability Services	825,693.00			825,693.00
6800 System-Wide Pupil Support Services	777,410.00			777,410.00
6900 Policy, Leadership and Public Relations	2,414,155.00			2,414,155.00
Ancillary Services				
7100 Community Services	838,208.00			838,208.00
7200 Nutrition Services	16,000.00			16,000.00
Non-Programmed Charges				
8100 Payments to Other Governmental Units and Transfer of Funds	5,400,000.00			5,400,000.00
TOTALS	\$115,184,582.23	\$35,000.00	\$0.00	\$115,219,582.23
Source of Revenue:				
Interest Earned		\$35,000.00		
		\$35,000.00		

BUDGET AMENDMENT #8 AND BUDGET TRANSFER #8
Winston-Salem/Forsyth County Schools

Be it resolved that the following amendment and transfer be made to the Budget Resolution for the fiscal year ending June 30, 2017.

	Approved Budget	Amendment No. 8	Transfer No. 8	Revised Budget
State Public School Fund				
Instructional Services				
5100 Regular Instructional Services	\$181,524,744.00		(\$30,018.00)	\$181,494,726.00
5200 Special Populations Services	54,067,525.00			54,067,525.00
5300 Alternative Programs and Services	18,533,126.00			18,533,126.00
5400 School Leadership Services	19,815,736.00		24,718.00	19,840,454.00
5800 School-Based Support Services	21,697,984.00		1,538.00	21,699,522.00
System-Wide Support Services				
6100 Support and Development Services	1,376,361.00		3,762.00	1,380,123.00
6200 Special Population Support & Development Ser.	790,840.00			790,840.00
6300 Alternative Programs, Support & Develop Servs.	81,995.00			81,995.00
6400 Technology Support Services	373,800.00			373,800.00
6500 Operational Support Services	22,167,432.00			22,167,432.00
6600 Financial and Human Resource Services	899,220.00			899,220.00
6800 System-Wide Pupil Support Services	12,500.00			12,500.00
6900 Policy, Leadership and Public Relations	661,380.00			661,380.00
Ancillary Services				
7200 Nutrition Services	75,400.00			75,400.00
TOTALS	\$322,078,043.00	\$0.00	\$0.00	\$322,078,043.00

BUDGET AMENDMENT #8 AND BUDGET TRANSFER #8
Winston-Salem/Forsyth County Schools

Be it resolved that the following amendment and transfer be made to the Budget Resolution for the fiscal year ending June 30, 2017.

	Approved Budget	Amendment No. 8	Transfer No. 8	Revised Budget
Federal Grants Fund				
Instructional Services				
5100 Regular Instructional Services	\$2,988,008.50			\$2,988,008.50
5200 Special Populations Services	14,572,645.25	41,925.90		14,614,571.15
5300 Alternative Programs and Services	22,319,510.45		162784.06	22,482,294.51
5400 School Leadership Services	23,705.25			23,705.25
5800 School-Based Support Services	2,568,263.94		67,604.40	2,635,868.34
System-Wide Support Services				
6100 Support and Development Services	132,822.54			132,822.54
6200 Special Population Support & Development Ser.	641,605.52			641,605.52
6300 Alternative Programs; Support & Develop Servs.	921,902.30		9,940.24	931,842.54
6500 Operational Support Services	52,114.10		(5,000.00)	47,114.10
Non-Programmed Charges				
8100 Payments to Other Governmental Units and Transfer of Funds	816,905.81	804.98	2,860.32	820,571.11
8200 Unbudgeted Federal Funds	2,075,121.39	12,641.00	(238,189.02)	1,849,573.37
TOTALS	\$47,112,605.05	\$55,371.88	\$0.00	\$47,167,976.93
Source of Revenue:				
IDEA VI-B Special Needs Targeted		\$12,500.00		
IDEA State Improvement Grant		26,362.50		
IDEA Pre-School Handicapped		16,509.38		
		\$55,371.88		

BUDGET AMENDMENT #8 AND BUDGET TRANSFER #8
Winston-Salem/Forsyth County Schools

Be it resolved that the following amendment and transfer be made to the Budget Resolution for the fiscal year ending June 30, 2017.

	Approved Budget	Amendment No. 8	Transfer No. 8	Revised Budget
Other Restricted Fund				
Instructional Services				
5100 Regular Instructional Services	\$2,073,653.38	\$1,168,609.50	\$500.00	\$3,242,762.88
5200 Special Populations Services	2,614,200.86	34,868.00		2,649,068.86
5300 Alternative Programs and Services	1,843,372.40	2,526,376.57		4,369,748.97
5400 School Leadership Services	100,436.03	3,800.00	(500.00)	103,736.03
5500 Co-Curricular Services	453,720.78	16,950.00		470,670.78
5800 School-Based Support Services	1,391,965.31	165,265.90		1,557,231.21
System-Wide Support Services				
6100 Support and Development Services	0.00	3,200.00		3,200.00
6200 Special Population Support & Development Ser.	52,422.00			52,422.00
6500 Operational Support Services	4,299,033.36	8,319.49		4,307,352.85
6600 Financial and Human Resource Services	58,259.18	8,100.00		66,359.18
6700 Accountability Services	37,750.00	35,034.00		72,784.00
6800 System-Wide Pupil Support Services	64,103.64			64,103.64
6900 Policy, Leadership and Public Relations	16,000.00	10,300.00		26,300.00
Ancillary Services				
7100 Community Services	128,305.00			128,305.00
7200 Nutrition Services	1,000.00			1,000.00
Non-Programmed Charges				
8100 Payments to Other Governmental Units and Transfer of Funds	13,534.00	106,535.30		120,069.30
TOTALS	\$13,147,755.94	\$4,087,358.76	\$0.00	\$17,235,114.70
Source of Revenue:				
Other Restricted Funds		\$1,894,422.46		
Sales Tax Refund		25,878.00		
Rental of School Property		23,240.00		
Other State Allocations		1,778,400.00		
Tuition and Fees		365,418.30		
		\$4,087,358.76		

BUDGET AMENDMENT #8 AND BUDGET TRANSFER #8
Winston-Salem/Forsyth County Schools

Be it resolved that the following amendment and transfer be made to the Budget Resolution for the fiscal year ending June 30, 2017.

	Approved Budget	Amendment No. 8	Transfer No. 8	Revised Budget
Capital Outlay Fund				
Category Outlay				
5100 Regular Instructional Services	\$5,549,837.00			\$5,549,837.00
6400 Technology Support Services	34,000.00			34,000.00
6500 Operational Support Services	2,690,142.44	58,344.12		2,748,486.56
6700 Accountability Services	1,500.00			1,500.00
9000 System-Wide	26,222.94			26,222.94
2016 Capital Maintenance 2/3 Bonds				
6500 1. Capital Projects	10,235,000.00			10,235,000.00
2015-16 Capital Maintenance				
6500 2. Capital Projects	1,627,940.06			1,627,940.06
2015 Facilities CPO				
6500 3. Capital Projects	1,300,718.00			1,300,718.00
2017 County Bond				
9000 4. Konnoak Elementary School Replacement	1,000,000.00			1,000,000.00
9002 5. Maintenance and Capital Projects	7,265,000.00			7,265,000.00
9000 6. New Robinhood Road Middle School	1,500,000.00			1,500,000.00
9000 7. Lowrance/Paisley Replacement	1,500,000.00			1,500,000.00
9001 8. Pre-K Additions at Various Schools	300,000.00			300,000.00
9000 9. Easton Elementary School Addition/Renov.	500,000.00			500,000.00
9000 10. Southeast Middle Sch. Traffic Improvements	35,000.00			35,000.00
9000 11. Brunson Elementary School Replacement	1,000,000.00			1,000,000.00
9000 12. Meadowlark Elem & Mid Traffic Imprvmnts	200,000.00			200,000.00
9000 13. Philo-Hill Middle Addition/Renovation	1,000,000.00			1,000,000.00
9000 14. Parkland High School Traffic Improvements	100,000.00			100,000.00
9001 15. Wiley Middle Addition/Gym Replacement	500,000.00			500,000.00
9000 16. Wiley/RJR Traffic Improvements	250,000.00			250,000.00
9000 17. Mt Tabor High Sch Stadium Replacement	300,000.00			300,000.00
9000 18. Glenn High School Stadium Replacement	300,000.00			300,000.00
9000 19. System Wide Technology	8,565,000.00			8,565,000.00
2015 Capital Project Ordinance				
6500 20. Capital Projects	0.00	2,722,757.54		2,722,757.54
TOTALS	\$45,780,360.44	\$2,781,101.66	\$0.00	\$48,561,462.10
Source of Revenue:				
2015 Capital Projects Ordinance		\$2,722,757.54		
Miscellaneous Income		58,344.12		
		\$2,781,101.66		

**BUDGET AMENDMENT #8 AND BUDGET TRANSFER #8
Winston-Salem/Forsyth County Schools**

Be it resolved that the following amendment and transfer be made to the Budget Resolution for the fiscal year ending June 30, 2017.

	Approved Budget	Amendment No. 8	Transfer No. 8	Revised Budget
Child Nutrition Fund				
Ancillary Services				
7200 Nutrition Services	\$24,919,739.00	\$175,282.00		\$25,095,021.00
Non-Programmed Charges				
8100 Payments to Other Governmental Units and Transfer of Funds	974,012.00			974,012.00
TOTALS	\$25,893,751.00	\$175,282.00	\$0.00	\$26,069,033.00
Source of Revenue:				
USDA Reimbursements & Commodities		\$215,393.00		
Cafeteria Sales		(48,320.00)		
Interest Earned		8,209.00		
		\$175,282.00		
 Summary				
Local Current Expense Fund	\$115,184,582.23	\$35,000.00	\$0.00	\$115,219,582.23
State Public School Fund	322,078,043.00	0.00	0.00	322,078,043.00
Federal Grants Fund	47,112,605.05	55,371.88	0.00	47,167,976.93
Other Restricted Fund	13,147,755.94	4,087,358.76	0.00	17,235,114.70
Capital Outlay Fund	45,780,360.44	2,781,101.66	0.00	48,561,462.10
Child Nutrition Fund	25,893,751.00	175,282.00	0.00	26,069,033.00
TOTALS	\$569,197,097.66	\$7,134,114.30	\$0.00	\$576,331,211.96

Passed by majority vote of the Board of Education of Forsyth County

on the _____ day of _____, 2017.

Chairman, Board of Education

Secretary, Board of Education

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

MINUTES – June 13, 2017

5 p.m. – Closed Session

6:30 p.m. – Open Session

Auditorium

BOARD MEMBERS PRESENT: Dana Caudill-Jones, Chair
Lida Calvert-Hayes
Lori Goins-Clark
Vic Johnson, Jr.
Elisabeth Motsinger
Marilyn Parker
David Singletary
Deanna Taylor

BOARD SECRETARY: Beverly R. Emory

EXECUTIVE CABINET PRESENT: Brent Campbell
Donna Cannon
Matt Dixson
Trish Gainey
Andy Kraft
Carol Montague-Davis
Amy Nail
Kevin Sherrill
Kenneth Simington
Darrell Walker
Marty Ward

GENERAL COUNSEL: Dionne Jenkins

BOARD RECORDER: Alexandra Hoskins

I. Call to Order

Board Chairman Dana Caudill Jones called the meeting to order at 5:32 p.m.

II. Closed Session to Discuss a Personnel Matter in Accordance with Article 21A of Chapter 115C of the N.C. General Statutes and to Discuss a Legal Matter

On motion by Mr. David Singletary and second by Ms. Marilyn Parker, the Board voted unanimously to adjourn to closed session to discuss a personnel matter in accordance with Article 21A of Chapter 115C of the North Carolina General Statutes and to discuss a legal matter. The Board adjourned to closed session at 5:47 p.m.

III. Return to Open Session

On motion by Ms. Deanna Taylor and second by Ms. Elisabeth Motsinger, the Board voted unanimously to return to open session at 6:32 p.m.

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

MINUTES – June 13, 2017

5 p.m. – Closed Session

6:30 p.m. – Open Session

Auditorium

IV. Pledge of Allegiance to the Flag and Invocation

Ms. Jones called the meeting back to order at 6:39 p.m., led the Pledge of Allegiance and gave the invocation.

V. Agenda Review

On motion by Mr. Singletary and second by Mr. Vic Johnson, the Board voted unanimously to amend the agenda to remove the discussion of and action on the AVID Contract for John F. Kennedy High School.

VI. Special Recognition

The Board made the following Special Recognitions:

Focus on Core Values: Collaboration

Duke Energy

Child Nutrition Recognition

Outstanding Breakfast Achievement

Chrystal Penn, Kernersville Elementary School

Anntoinette Gray, Hall Woodward Elementary School

Shandi Rodriguez, Easton Elementary School

Jowanna McBride, Walkertown Elementary School

100% Department of Health Scores

Jennifer Cooper, Kernersville Middle School

Ginger Loflin, East Forsyth Middle School

Theresa Hutchins, Smith Farm Elementary

Toni Moser, Atkins A&T High School

Maria Tutterow, Walkertown Middle & High Schools

Sandy Spriggs, Griffith Elementary

Ms. Jones recognized Mr. Fleming Al-Amin, Forsyth County Commissioner, for being in the audience.

VII. Public Comments on Agenda Items

Ms. Ronda Mays, president of Forsyth County Association of Educators, spoke on behalf of the Career and Technical Education (CTE) programs. She indicated that CTE increases the likelihood of student success. She connected the benefits of CTE to the district's Core Values. She requested that the Board continue to support the efforts of the program.

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

MINUTES – June 13, 2017

5 p.m. – Closed Session

6:30 p.m. – Open Session

Auditorium

VIII. Discussion Items

A. Mathematics and Science Partnership Grant

Dr. Benika Thompson, Science Program Director, shared the intent of the Mathematics and Science Partnership Grant. It will support professional development for teachers to learn about an inquiry-based instructional approach.

Teachers will participate in professional development over the summer, follow up training during the school year, and coaching support services.

Several other counties are also participating, and the grant is part of a final cycle of funds.

B. Career and Technical Education Application for State/Federal Funding

Dr. Shirley Bynum and Mr. Bruce Sherman, Career and Technical Education (CTE) Co-Director, shared an overview of the district's plan for CTE during the 2017-18 school year. The district is required to submit a plan annually.

The district offers programs and services in eight different CTE areas, and it intends to maintain our current service level. However, they are seeking ways to expand programs and offerings.

Federal law requires that programs meet nine specific requirements, and the district maintains a high level of implementation.

Career Development Coordinators provide guidance and information for students at the high school level about post-secondary options.

Mr. Sherman provided an overview of the budget, which is slightly decreased from this year. He also highlighted some of the activities of CTE students.

C. 2017-18 Cook Literacy Model School Calendar

Dr. Paula Wilkins, Executive Director of Cook Literacy Model School (CLMS), presented a plan and rationale for the 2017-18 school calendar for CLMS.

She provided an overview of the impact of extended time each day (23.5 days) and extended school year (10 days). She shared that the staff needs some protected time for collective professional development.

She requested that CLMS amend its calendar to provide 2 full days and 2 half days of professional development, which will reduce the student days but have greater impact on student performance through increased adult capacity.

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

MINUTES – June 13, 2017

5 p.m. – Closed Session

6:30 p.m. – Open Session

Auditorium

Ms. Motsinger asked how things are going at CLMS. Dr. Wilkins shared that it has been a humbling year filled with extensive relationship building.

Ms. Motsinger asked if the staff was returning next year. Dr. Wilkins stated that the vast majority of staff members will return.

Ms. Lida Calvert-Hayes asked about student achievement in third grade reading. Dr. Wilkins indicated that the test results will show improvement over past years.

Ms. Parker thanked Dr. Wilkins and her staff for efforts throughout this year.

Ms. Taylor asked about supplementing after school support for the additional early release days. Dr. Wilkins indicated that they are working on plans for providing necessary support for students.

~~D. AVID Contract for John F. Kennedy High School~~

E. The Hill Center, Inc. Consultant Contract

Mr. Sam Dempsey, Director of Exceptional Children, shared an overview of a consultant contract for The Hill Center, Inc.

He shared that the district utilizes research-proven programs for literacy and mathematics. He stressed a commitment to choose evidence-based programs with an eye for financial frugality.

The Hill Center, Inc. provides an approach for supporting low-performing students in reading instruction. The approach utilizes an Orton Gillingham methodology for helping students learn to read.

Mr. Singletary commented that he recently attended the Transition Celebration at Lowrance Middle School. He expressed his gratitude for the EC department.

Ms. Calvert-Hayes invited people to visit Lowrance Middle School if they're having a bad day.

F. Winston-Salem Chamber of Commerce Contract

Ms. Alexandra Hoskins, Chief of Staff, shared an overview of the contract with Winston-Salem Chamber of Commerce. She indicated that the contract was for a two-year duration to allow for leadership at the Chamber to be determined and for the district to evaluate the effectiveness of services.

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

MINUTES – June 13, 2017

5 p.m. – Closed Session

6:30 p.m. – Open Session

Auditorium

Ms. Hoskins indicated that the Chamber provides significant support for the district in three ways: volunteer preparation/maintenance, graduation initiatives, and business partnerships.

Ms. Parker thanked Gayle Anderson, President and CEO of the Winston-Salem Chamber of Commerce, for her commitment to education.

Ms. Motsinger thanked the Chamber for its partnership and ongoing commitment to the school district.

G. Bids and Award of Contract for Lowrance Middle and Paisley IB Magnet Schools

Mr. Darrell Walker, Assistant Superintendent of Operations, shared the history of the bids for Lowrance and Paisley IB Magnet Schools. He indicated that staff members have cut \$3.4M from the project budget. He stressed that the cuts were made with the intention to maintain the integrity of the project by building a school that will stand the test of time.

He shared the history of using inflationary funds to fully fund projects during past bond project cycles. The district has always utilized the inflationary funds during a cycle.

H. Finance Committee Report

Ms. Parker provided the Finance Committee Report in the absence of Committee Chair Robert Barr. She shared that the committee heard a comparison overview of the budget proposals by the NC General Assembly. She indicated that they also heard Budget Amendment and Transfer #7.

I. Building and Grounds Committee Report

Ms. Calvert-Hayes shared the Building and Grounds Committee Report. She indicated that Mount Tabor High School will receive significant stadium upgrades and a needed replacement chiller. She stated that Kernersville and Southwest elementary schools will receive new roofs over the summer. The committee also heard an overview of a night security contract with North State Security Group. In addition, staff shared an overview of the previously discussed bids for Lowrance-Paisley. Ms. Calvert-Hayes shared that the district is going to demolish a barn that has been damaged.

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

MINUTES – June 13, 2017

5 p.m. – Closed Session

6:30 p.m. – Open Session

Auditorium

IX. Action Items

A. Consider Approval of the Career and Technical Education Application for State/Federal Funding

On motion by Ms. Taylor and second by Mr. Johnson, the Board voted unanimously to approve the Career and Technical Education Application for State/Federal Funding.

B. Consider Approval of 2017-18 Cook Literacy Model School Calendar Adjustment

On motion by Ms. Calvert-Hayes and second by Ms. Motsinger, the Board voted unanimously to approve 2017-18 Cook Literacy Model School Calendar Adjustment.

~~C. Consider Approval of AVID Contract for John F. Kennedy High School~~

D. Consider Approval of The Hill Center, Inc. Consultant Contract

On motion by Ms. Lori Goins Clark and second by Mr. Singletary, the Board voted unanimously to approve The Hill Center, Inc. Consultant Contract.

E. Consider Approval of the Winston-Salem Chamber of Commerce Contract

On motion by Ms. Clark and second by Ms. Parker, the Board voted unanimously to approve the Winston-Salem Chamber of Commerce Contract.

F. Consider Approval of Lease for Restoration Community Church at Griffith Elementary

On motion by Mr. Singletary and second by Ms. Taylor, the Board voted unanimously to approve the Lease for Restoration Community Church at Griffith Elementary.

G. Consider Approval of Replacement Chiller for Mount Tabor High

On motion by Ms. Clark and second by Ms. Parker, the Board voted unanimously to approve a Replacement Chiller for Mount Tabor High.

H. Consider Approval of a Partial Replacement Roof at Kernersville Elementary

On motion by Ms. Calvert-Hayes and second by Ms. Motsinger, the Board voted unanimously to approve a Partial Replacement Roof at Kernersville Elementary.

I. Consider Approval of Replacement Roofs at Southwest Elementary

On motion by Ms. Clark and second by Mr. Johnson, the Board voted unanimously to approve Replacement Roofs at Southwest Elementary.

J. Consider Approval of Night Security/Patrol Service RFP and Contract

On motion by Ms. Taylor and second by Ms. Clark, the Board voted unanimously to approve Night Security/Patrol Service RFP and Contract.

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

MINUTES – June 13, 2017

5 p.m. – Closed Session

6:30 p.m. – Open Session

Auditorium

K. Consider Approval of Disposition of Surplus Property: Barn

On motion by Ms. Calvert-Hayes and second by Mr. Singletary, the Board voted unanimously to approve Disposition of Surplus Property: Barn.

L. Consider Approval of Bids and Award of Contract for Lowrance Middle and Paisley IB Magnet Schools

On motion by Ms. Calvert-Hayes and second by Ms. Motsinger, the Board voted unanimously to approve Bids and Award of Contract for Lowrance Middle and Paisley IB Magnet Schools.

M. Consider Approval of Appointment to Forsyth Technical Community College Board of Trustees

On motion by Ms. Motsinger and second by Mr. Johnson, the Board voted unanimously to approve Appointment to Forsyth Technical Community College Board of Trustees.

X. Consent Agenda Items

A. Approval of Meeting Minutes for May 23, 2017

B. Approval of General Personnel Report

On motion by Mr. Singletary and second by Ms. Parker, the Board voted unanimously to approve Consent Agenda Items A-B.

XI. Meeting Open to the Public

Mr. Vincent Wilkins, Local Organizing Committee (LOC), spoke on the need for an African-American History course for students K-12. He indicated that students need to know about where they're from to inform where they go. He shared a need for students to learn geography, physics, and other subjects.

Ms. Dorothy Hill, Emmanuel Baptist Church Social Action Committee, wants to encourage the Board to consider inclusion of African-American studies. She hopes that the Board will take a leadership role in providing African-American studies that reveal hidden contributions.

Mr. Ken Rasheed, LOC, expressed a need for an African-American history course to be required for high school graduation. The Department of Public Instruction indicated that a local school board may choose to require an African-American history course. He requested that community members in the audience stand to be recognized for their commitment to the course. He asked for a meeting to discuss a recent audit of existing high school history courses. He encouraged Board members to read an article that he provided.

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Mr. Robin Jackson, Dream Team coordinator, shared that he represents a community outreach program for mentoring and advocacy. He indicated that the educational system has gotten progressively worse since he was in school. He stated that ignorance is hurting our students. He is not comfortable with students lacking knowledge of their history.

Ms. Kimberly Miller, parent, stated that racism is rooted in ignorance. She would like to see African-American history taught to all students. She asked what the concern would be for offering an African-American history course. She stated that truth is a means to resolution. She shared that students need to learn what Africa is really like.

Mr. Steve Scroggin, Unitarian Universalist Fellowship of Winston-Salem (UUFWS), stated that he wants children to recognize character instead of skin color. He provided an extended definition of “character.” He drew a connection between teaching character through history.

Ms. Lakeshia Kellum, parent, indicated that she’s not sure why African-American history has not been taught all along. She shared that history may impact bullying.

Ms. Cynthia Dodge, UUFWS, indicated that one month of Black history was not supposed to be an end point, but a beginning. She shared that the contributions of African-Americans include fortitude and resilience of character. Without a comprehensive curriculum, students are left with a partial view of history.

Mr. David Villoda, LOC, also supports an African-American curriculum. It would open the doors of culturally relevant conversation. He asserts that the Hispanic population would also benefit from a multi-cultural approach. He also works with young people in a boxing program to teach life skills. He expressed concerns over access to schools, specifically Philo-Hill Magnet Academy. He wants the district to provide curriculum and instruction that is culturally relevant.

Mr. Jim Norris, UUFWS, stressed the need to develop an appreciation for different cultures to bring people together. Teachers in poor areas are overburdened by the needs of students. African-American history will help with making connections.

Ms. Lisa Schwartz, minister of UUFWS, dreams of a day when African-American history is not taught because “our” story is being taught through all American perspectives. We owe it to all students to include stories of all cultures and backgrounds. She encouraged the Board to nurture students with their own history.

XII. Adjournment

On motion by Mr. Singletary and second by Mr. Johnson, the Board voted unanimously to adjourn at 8:20 p.m.