

**THE ASHEVILLE CITY BOARD OF EDUCATION  
AND  
THE CITY OF ASHEVILLE/ASHEVILLE POLICE DEPARTMENT  
CONTRACT FOR SERVICES**

This Contract is made and entered into to be effective July 1, 2019 and will continue until June 30, 2020 between the Asheville City Board of Education ("ACS") and the City of Asheville ("Contractor") and supersedes any previous agreements between the parties regarding the subject matter of this Contract.

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

I. Obligations of Contractor.

Contractor agrees to provide services as follows:

- A. Contractor will supply the services of five (5) uniformed police officers who are properly certified as North Carolina police officers. These officers will serve as School Resource Officers (SROs) with assignments to elementary, middle, or high schools that are within the jurisdiction of the Asheville Police Department ("APD").
- B. Contractor shall be responsible for the control and supervision of the SROs. The Chief of Police or their designee and the Superintendent of the ACS or their designee shall meet at least monthly to permit ACS to provide input on SROs and SRO program activities to Contractor to assist in supervising the SROs and SRO program.
- C. The assigned SRO will be responsible for providing the following services at their designated school(s):
  - (1) Consultation and interaction with school principals in accordance with School Board Procedure 5120-P (see Exhibit A) to determine the scope and extent of law enforcement involvement in matters involving possible criminal acts. The parties agree specifically that the assigned SRO:
    - a. Will be trained in the legal standards governing searches and interrogations of minors by law enforcement officers pursuing criminal investigations, including the standards of juvenile *Miranda*;
    - b. Will report issues of routine school discipline to school officials and not independently investigate issues of school discipline;

- c. Will not ask school officials to initiate a search or interrogation for purely law enforcement purposes;
  - d. Will not be asked to participate in the investigation of routine school discipline by school officials unless necessary to protect the safety of persons;
  - e. Will promptly notify school officials and the parent(s)/guardian(s) of any minor whenever a student is questioned on school premises for a law enforcement purpose and/or action is taken against any student unless such notice would compromise an active investigation; and
  - f. Will assist school officials in lawfully responding to any law enforcement requests for confidential student and employee records pursuant to state law, federal law, and School Board Procedure 5120-P.
- (2) Patrol and investigative services and other auxiliary and technical services.
  - (3) Consultation with assigned school principals and custodians on methods of increasing security on the premises of the assigned school property.
  - (4) Coordination of regular security checks when the facilities are not in use.
  - (5) Assistance with student control during bomb threats and other emergency situations in cooperation with the school principals, the responding law enforcement, and emergency service units.
  - (6) Assistance for principals, guidance counselors, and teachers in identifying problem situations and maintaining a safe school environment.
  - (7) Enforcement of truancy issues in accordance with NC State law and APD policy. When a truancy warrant is issued, the SRO will facilitate timely service on the named parent or guardian.
  - (8) Participation in court proceedings, in accordance with APD policy.
  - (9) Assistance with crowd control and public safety at public school functions and coordination with other law enforcement officers to assist with crowd control and public safety issues, when needed.

- B. ACS shall pay to Contractor the total sum of each SRO's salary, including employer contributions (including, but not limited to, actual wages, employer payments to Social Security, the North Carolina Law enforcement Retirement System, the 401K Plan at five percent (5%), group health insurance, workers compensation insurance, and general liability insurance premiums) on a quarterly basis.
- (1) Each SRO salary shall be determined according to Contractor's position classification system and Contractor's Salary Plan.
  - (2) ACS shall be responsible for all expenses incurred by the Contractor relative to the training of the SROs, including, but not limited to, meals, lodging, travel, tuition, books, and any other educational materials, with the prior approval of the Police Chief and the ACS Superintendent or their designees. The ACS shall reimburse Contractor for all approved expenses within thirty (30) days of any invoice from Contractor.
  - (3) ACS agrees to pay each SRO a supplemental pay bonus in the amount of 8.5% of the SRO's annual Contractor salary based on the number of weeks actually worked as an SRO. The supplemental pay bonus shall be paid directly to Contractor, including all required Local Law Enforcement employer contributions that attaches to the supplemental pay bonus, in the month of May of each calendar year. Contractor will be responsible for paying this money to each SRO in one lump sum payment minus the appropriate deductions.
  - (4) ACS shall forward to Contractor the sum of One Thousand Two Hundred Dollars (\$1,200.00) at the beginning of each fiscal year for each SRO position to be placed in the appropriate APD line-item budget for the purposes of maintaining the equipment of each SRO for that budget year. If this expense should exceed \$1,200.00 per officer per year, the APD will submit an invoice to the ACS to be paid within 30 days of receipt.
- C. ACS shall provide each SRO a secure office space for assigned work and case file storage; a telephone; a computer; office equipment; and supplies.

### III. Selection

- A. Each SRO shall be selected based on an interview process designated by the Superintendent of the ACS and the Asheville City Chief of Police or their designees. Contractor agrees to allow ACS to participate at the earliest possible stage in the interview process as determined by Contractor
- B. Contractor shall consult with ACS regarding SRO selections, initial school assignments and reassignments to different schools. ACS and Contractor agree that Contractor retains complete discretion over SRO selections, assignments and reassignments.

- (10) Coordination with APD specialty units on ACS properties, including, but not limited to, K-9 Unit drug searches, the Emergency Response Team and the Crisis Negotiation Team
- (11) Gang prevention education and training programs to elementary and middle school students to decrease the pressure of gang/drug involvement among students.
- (12) Collaboration with the ACS Student Support Services department to encourage students to stay in school.
- (13) Collaboration with principals and school staff to assist with elementary reading programs, school clubs, and other events to develop a positive relationship with students. SROs will serve as mentors and a resource for ACS students.
- (14) Assistance to Asheville police patrol units with locating truant students to return them to school, in accordance with North Carolina compulsory attendance law.

D. Contractor shall require one (1) police officer, that may be, but need not be an SRO, to attend all open session, regular and special called ACS Board meetings. For all ACS Board meetings the Superintendent or designee will notify the officer in charge of the SRO program of the date, time and location of the meeting. ACS will provide as much prior notice as possible to accommodate for scheduling. Likewise, in the event that an officer's attendance is not necessary for an open session, regular and/or special called ACS Board meeting, the Superintendent or designee will notify the officer in charge of the SRO program in a timely manner. ACS shall directly compensate officers attending ACS Board meetings as provided in the Memorandum of Understanding Between the Asheville City School's Board of Education and the City of Asheville for Security Coverage of Extra Curricular Activities, Lunch Periods, Traffic Control and Board Meetings signed on or about [date].

E. Contractor shall ensure that SROs receive appropriate Crisis Intervention Training.

F. SROs shall submit a monthly report of their activities to their APD supervisor and the Student Support Services department for ACS. SROs may redact information in such reports if such information is related to an on-going criminal or administrative investigation, including, but not limited to, identifying information about students.

## II. Obligations of ACS

ACS agrees to provide the following to Contractor:

A. ACS shall immediately notify the officer in charge of the SRO program if a matter involving the conduct of an SRO merits immediate attention by Contractor.

IV. Duration

- A. The time period for performance for Contractor will be the 1st day of July, 2019, and will continue until the 30th day of June, 2020.
- B. All payments shall be made on a quarterly basis.
- C. This agreement shall be effective as of the day and year first written and shall automatically renew annually on its anniversary date, provided that either party may terminate this Agreement as to any or all of the SROs at any time upon thirty (30) days prior written notice to the other party.

V. Independent Contractor.

ACS and Contractor further agree that the SROs provided by Contractor are not employees of ACS, nor are they agents for any purpose in the performance of their duties under this contract. Each SRO is an employee of Contractor, and not an employee of the ACS. The conduct and control of the work will lie solely with Contractor. This Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between Contractor and the ACS. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation except as provided in Section II.B of this Contract.

VI. ACS Coordinator.

The Superintendent or her designee shall serve as the representative for ACS in connection with Contractor's performance under this Contract.

VII. Contractor Supervisor.

The Chief of Police or her designee is designated as the Contractor Supervisor for Contractor. Contractor has complete discretion in replacing the Contractor Supervisor with different personnel of its choosing. The Contractor Supervisor is fully authorized to act on behalf of Contractor in connection with this Contract. Contractor shall inform ACS of the identity of any designee(s) pursuant to this paragraph and will use its best efforts to notify ACS of any changes in the designee(s) as soon as possible. Upon request by ACS, Contractor shall identify all designees.

VIII. Termination for Convenience.

This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice to the other party. In that event, all finished or unfinished documents and other materials produced by Contractor pursuant to this Contract shall, at the request of the ACS, be turned over to it and become its property. If the Contract is terminated by the ACS in accordance with this paragraph, Contractor will be paid in an amount which

bears the same ratio to the total compensation as the service actually performed to the total service originally contemplated in this Contract.

IX. Termination for Default.

Either party may terminate this Contract immediately and without prior notice upon breach of this Contract by the other party.

X. Terms and Methods of Payment.

The ACS will make payment after invoices are approved on a net 30-day basis. Invoices should be sent to the ACS Finance Department. The ACS will not pay for services or materials in advance without the prior approval of the ACS Finance Officer.

XI. Contract Funding.

It is understood and agreed between Contractor and the ACS that the ACS's obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the ACS for any payment may arise until funds are made available to the ACS Finance Officer.

XII. Accounting Procedures.

Contractor shall comply with accounting and fiscal management procedures prescribed by the ACS to apply to this Contract. Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.

XIII. Improper Payments.

Contractor shall refund to the ACS any payment made pursuant to this Contract if it is subsequently determined by audit that such payment by ACS was illegal under any applicable law, regulation, or procedure. Contractor shall make such refunds within 20 days after the ACS notifies Contractor in writing that a payment has been determined to be illegal.

XIV. Mutual Indemnification.

The ACS shall indemnify and hold harmless, to the extent allowed by law, Contractor, its officers, employees, and agents, and assigns from and against all claims, damages, losses, expenses, costs, attorneys' fees and liability arising out of or resulting from Contractor's performance in accordance with the terms and conditions of this Contract if the claim, damage, loss, expense, cost, attorneys' fees or liability is (i) the result of the gross negligence or willful misconduct of the ACS or its officers, employees, or agents and (ii) attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property. Contractor shall indemnify and hold harmless, to the extent allowed by law, the ACS, its officers, employees, and agents and assigns from and against all claims,

damages, losses, expenses, costs, attorneys' fees and liability arising out of or resulting from Contractor's performance or lack of performance of the terms and conditions of this Contract if the claim, damage, loss, expense, cost, attorneys' fees or liability is (i) the result of the gross negligence or willful misconduct of Contractor or its officers, employees or agents and (ii) attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property.

XV. Contract Transfer

Contractor shall not assign, subcontract, or otherwise transfer any interest in this Contract without the prior written approval of the ACS.

XVI. Contract Personnel

Contractor agrees that it has, or will secure at its own expense (subject to reimbursement from the ACS), all personnel required to perform the services set forth in this Contract. If Contractor does not have enough applicants to provide services, or the ACS does not approve each SRO, Contractor may void this Contract without any liability as to those unfilled positions.

XVII. Contract Modifications

This Contract may be amended only by written amendment duly executed by both the ACS and Contractor. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.

XVIII. Advertisement

The Contract will not be used in connection with any advertising by Contractor without prior written approval by the ACS.

XIX. Nondiscrimination

During the performance of this Contract, Contractor shall not discriminate or deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, or physical or mental disability. The City of Asheville is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. For purposes of this section, *prohibited discrimination* means discrimination in the solicitation, selection, and/or treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability, or other unlawful form of discrimination. Without limiting the foregoing, prohibited discrimination also includes retaliating against any person, business, or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anticompetitive practice that tends to increase the cost of goods and services to the City of Asheville and others. As a condition of entering into this Agreement, the ACS represents, warrants, and agrees that it does not and will not engage in or condone prohibited discrimination. Without limiting

any rights Contractor may have at law or under any other provision of this Agreement, it is understood and agreed that a violation of the provision constitutes grounds for Contractor to terminate this Agreement.

XX. Conflict of Interest

Contractor shall not permit any member of the ACS or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of this Contract or to have any interest in any Contract, subcontract, or other agreement related to this Contract, either for it or for those with whom it has family or business ties during or at any time within three years after the termination of such person's engagement by the ACS. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to this Contract.

XXI. Gratuities to ACS

The right of Contractor to proceed may be terminated by written notice if the ACS determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of the ACS in violation of policies of the ACS.

XXII. Gifts to Contractor.

Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with an ACS Contract or in connection with a subcontract relating to an ACS Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to the ACS in writing the possible violation.

XXIII. Financial Responsibility

Contractor is financially solvent and able to perform under this Contract. If requested by the ACS, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the ACS's Finance Officer.

XXIV. Mediation

If a dispute arises out of or relates to this Contract, or the breach of this Contract, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation.

XXV. No Third Party Benefits

This Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to this Contract an acknowledgement by the contracting parties that this Contract creates no third party benefits.



XXVI. Confidentiality of Student Information

If, during the course of Contractor's performance of this Contract, Contractor or any SRO should obtain any information pertaining to official student records, Contractor agrees that this Contract shall not be construed by either party to constitute a waiver of, or to in any manner diminish the provisions for, confidentiality of student records.

XXVII. Enforceability

This Contract shall not be enforceable unless signed by the City Manager of the City of Asheville (or designee) and the Superintendent of the ACS.

XXVIII. Entire Agreement

This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any), and purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and to the subject matter of the Contract.

XXIX. Contract Situs

All matters, whether sounding in contract or tort, relating to the validity, construction, interpretation and enforcement of this Contract, will be determined in Buncombe County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.

IN WITNESS WHEREOF, the ACS and Contractor have executed this Contract on the day and year first written above.

*Debra D. Campbell*

Debra Campbell, City Manager  
City of Asheville

*8/19/19*  
Date

Contractor's Federal Identification #

*Dr. Bobbie Short*

Dr. Bobbie Short, Interim Superintendent  
Asheville City Schools (on behalf of the Board of Education)

*8-23-19*  
Date

56-6001809

ACS's Federal Identification #

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

*[Signature]*  
Finance Officer

*8/23/19*  
Date