

**WAKE COUNTY BOARD OF EDUCATION
MEETING MINUTES
May 20, 2014**

<u>Board Members Present</u>	<u>Staff Members Present</u>	
Christine Kushner, Chair	James G. Merrill, Superintendent	Jacqueline Ellis
Tom Benton, Vice Chair	Marvin Connelly	Clinton Robinson
Monika Johnson-Hostler	Cathy Moore	Karen Hamilton
Kevin L. Hill	Tim Simmons	Todd Wirt
Keith Sutton	David Neter	Joe Desormeaux
Jim Martin	Lloyd Gardner	Mark Winters
Zora Felton	Andre Smith	Brad McMillen
Susan P. Evans	Edward McFarland	Brenda Elliott
Bill Fletcher	Pamela Kinsey-Barker	<u>Board Attorney</u>
	Rose Anne Gonzalez	Jonathan Blumberg

Chairwoman Kushner called the meeting to order at 5:42 p.m. Everyone recited the Pledge of Allegiance.

Chair's Comments

Chairwoman Kushner shared comments related to attending Lake Myra Elementary School's Leadership Day, attending the Teacher of Year Celebration during the week of May 12th, the Cary Chamber of Commerce recognizing teachers in Western Wake County in an event last week, and the Teacher Assistant of the Year event being held last week.

Superintendent's Comments

Dr. Merrill shared comments related to May 30th being the Strategic Plan kick-off date, the free event will be held at Memorial Auditorium from 6:30-8:30 p.m. featuring David Houle; the Letterland event held at Pullen Park on Saturday, May 18th - the event was the result of WCPSS Literacy staff working with elementary schools, Wake Up and Read, and Raleigh Parks and Recreation, the event was a huge success; the 33rd National Conference of the Magnet Schools of America will be held in Raleigh in April 2015; Jeffreys Grove Elementary School being highlighted for its Spanish Immersion Program on May 13th through six English and Spanish language media outlets and was shared statewide and in South Carolina.

Board Members' Comments

Board members shared comments related to congratulating the magnet schools for being recognized; attending and sharing comments at Garner's Education Awards ceremony that honored teachers, teacher assistants, retirees, and administrators; the District 2 Board Advisory Council Meeting that occurred on May 13th; thanking the Cary Chamber for organizing the event that recognizes teachers in the Western Wake County area; attending Lake Myra's inaugural Leadership Day; recognizing all teachers that were nominated for Wake County Teacher of the Year; recognizing the 60th Anniversary of the Brown vs. Board of Education Ruling; attending the Teacher Assistant of the Year event in Cary; attending a meeting at Millbrook High school regarding the Exchange Program with the Beijing Royal School in Beijing, China - four juniors will spend their year in Beijing and Millbrook will have students from Beijing; budget constraints and budget

requests, presenting awards to Park Scholarship recipients; the numerous students who have received full scholarships to colleges and universities in and out of state; speaking at the celebration for Combs Elementary School receiving the Dr. Ronald P. Simpson Distinguished Merit Award from Magnet Schools of America, attending the awards ceremony at Leesville Road High School; and visiting the Letterland event at Pullen Park.

APPROVAL OF THE MEETING AGENDA

Chairwoman Kushner stated that item #27, Recommendation for Contract Renewals will be an Action Item instead of an Information Item after Closed Session

Kevin L. Hill made a motion to approve the Meeting Agenda. The motion was seconded by Bill Fletcher. Bill Fletcher made a motion to amend the Meeting Agenda so that the Board would be able to vote on version #9 of the 2015-2016 Instructional Calendars – Traditional, Multi-Track, Year-Round, Modified in Item #22. The motion was accepted by Kevin L. Hill and seconded by Susan P. Evans. The Board voted unanimously to approve the amended Agenda.

PUBLIC COMMENT. The following persons offered public comments to the Board;

- Barry Schwartz
- Mevan Jayasooriya
- Rabbi Lucy Dinner
- Qasima Wideman
- Bryan Perlmutter
- Luyang Liang
- Sanyu Gichie
- Monserrat Alvarez
- Ajamu Dillahunt

INFORMATION ITEM

SCHOOL PERFORMANCE

6. BOARD COMMENDATION FOR SCHOOLS RECOGNIZED BY MAGNET SCHOOLS OF AMERICA AS “SCHOOLS OF DISTINCTION” OR “SCHOOLS OF EXCELLENCE”

Dr. Beth Cochran, Senior Director for Magnet & Curriculum Enhancement Programs presented the schools to the Board for recognition. The following schools were recognized as 2014 National Magnet Schools of Distinction;

- Bugg Creative Arts and Science Magnet Elementary School
- Douglas Creative Arts and Science Magnet Elementary School
- East Garner Magnet Middle School, IBO World School
- Garner Magnet High School, IBO World School
- Ligon Gifted & Talented/Academically & Intellectually Gifted Basics Magnet Middle School
- Martin Gifted and Talented Magnet Middle School
- Smith Magnet Elementary School, IBO World School
- Millbrook Magnet High School, IBO Word School
- Underwood Gifted and Talented Magnet Elementary School
- Wendell Creative Arts and Science Magnet Elementary School
- Enloe Gifted and Talented Magnet High School, IBO World School

- Wiley International Studies Magnet Elementary School

The following schools were recognized at 2014 National Magnet Schools of Excellence;

- Centennial Campus University Connections and Leadership Magnet Middle School
- Conn Active Learning and Technology Magnet Elementary School
- Carnegie Gifted and Talented/Academically & Intellectually gifted Basics Magnet Middle School
- Farmington Woods Magnet Elementary School, IBO World School
- Fuller Gifted and Talented/Academically & Intellectually Gifted Basics Magnet Elementary School
- Hunter Gifted and Talented/ Academically & Intellectually Gifted Basics Magnet Elementary School
- Millbrook Magnet Elementary School, IBO World School
- Powell Gifted and Talented Magnet Elementary School
- Southeast Raleigh Leadership and Technology Magnet High School
- Washington Gifted and Talented Magnet Elementary School
- Zebulon Elementary Gifted and Talented Magnet Elementary School

Cathy Moore, Deputy Superintendent for School Performance presented the Dr. Ronald P. Simpson Distinguished Merit Award to A.B. Combs Leadership Magnet Elementary School. Combs is the only school to receive the award twice.

The Board recessed at 6:51 p.m. The Board returned to Open Session at 6:54 p.m.

BOARD

7. BOARD ADVISORY COUNCIL CHAIRS REPORT

- Patty Williams and Patty Dressen, District 8 Board Advisory Council Chairs presented their report to the Board. The Chairs highlighted events and discussions from their district.
- Lynn Edmonds, District 5 Board Advisory Council Chair presented the report to the Board. Ms. Edmonds highlighted events and discussions from the district.
- Larissa Moore, District 1 Board Advisory Council Chair presented the report to the Board. Ms. Moore highlighted events and discussions from the district.
- Mary Jane Swecker, District 6 Board Advisory Council Chair presented the report to the Board. Ms. Swecker highlighted events and discussions from the district.
- Julie Roseland, District 9 Board Advisory Council Chair presented the report to the Board. Ms. Roseland highlighted events and discussions from the district.
- Sheneshia Fitts, District 2 Board Advisory Council Chair shared a brief summary and highlights from their first meeting.

Chairwoman Kushner thanked the Board Advisory Council Chairs for attending and sharing their reports.

CONSENT ITEMS

Kevin L. Hill made a motion to approve the Consent Items. The motion was seconded by Keith Sutton and unanimously approved.

ACTION ITEMS

SCHOOL PERFORMANCE

22. 2015-2016 INSTRUCTIONAL CALENDARS – TRADITIONAL, MULTI-TRACK YEAR-ROUND, MODIFIED

Cathy Moore, Deputy Superintendent for School Performance shared that the 2015-2016 calendars were presented at two work sessions and the Student Achievement Committee meeting for discussion. Ms. Moore requested approval of the version #9 calendar for the 2015-2016 traditional, multi-track year-round, and modified school year. Kevin L. Hill made a motion to approve. The motion was seconded by Jim Martin. The Board voted 8 to 1 to approve the calendar. Bill Fletcher casted the dissenting vote. The motion passed.

BOARD

23. RESOLUTION RECOGNIZING THE 60TH ANNIVERSARY OF BROWN V. BOARD OF EDUCATION

Jim Martin read the resolution as follows;

WHEREAS, On May 17, 1954, Chief Justice Earl Warren, writing for the majority of the Supreme Court of the United States stated:

“Today, education is perhaps the most important function of state and local governments. Compulsory school attendance laws and the great expenditures for education both demonstrate our recognition of the importance of education to our democratic society. It is required in the performance of our most basic public responsibilities, even service in the armed forces. It is the very foundation of good citizenship. Today it is a principal instrument in awakening the child to cultural values, in preparing him [or her] for later professional learning training, and in helping him [or her] to adjust normally to his [or her] environment. In these days it is doubtful that any child may reasonably be expected to succeed in life if he [or she] is denied the opportunity of an education.” And

Whereas, that Court ruled that

“Where a State has undertaken to provide an opportunity for an education in tis public schools, such an opportunity is a right which must be made available to all on equal terms;”
And *“The ‘separate but equal’ doctrine... has no place in the field of public education;”* And

Whereas, Section 15 of Article I of the Constitution of the State of North Carolina enshrines that:

“The people have a right to the privilege of education, and it is the duty of the State to guard and maintain that right;” And

Whereas, the 60 years following this landmark ruling has yielded a legacy of parallel progress and disappointment; African American student achievement has increased but achievement gaps persist, reflecting a complicated reality that extends far beyond the reach of traditional education policies for which it is difficult to integrate classrooms when the communities where children live are still significantly segregated;

Now, Therefore, Be It Resolved,

The Wake County Board of Education, on the occasion of the 60th Anniversary of the historic Brown vs. Board of Education ruling, affirms the continuing vitality and application of the teachings set forth in Brown vs. Board and hereby states its commitment to building equity of

opportunity for all students.

ADOPTED this 20th day of May, 2014.

Jim Martin made a motion to approve the resolution. The motion was seconded by Susan P. Evans. Mr. Sutton shared comments related to a recent study by the UCLA Civil Rights Project entitled "Brown at 60, Great Progress, A Long Retreat, And An Uncertain Future."

Keith Sutton made a motion to add a whereas clause to the resolution that not only speaks to the level of segregation experienced by African-American students in the past, but also the increase in segregation of Latino students. The clause was read, "Whereas, according to UCLA's Civil Rights Project, segregation is typically segregation by both race and poverty. Black and Latino students tend to be in schools with a substantial majority of poor children. A half century of research shows that many forms of unequal opportunity are linked to segregation. Further, research also finds that desegregated education has substantial benefits for educational and later life outcomes for students from all backgrounds."

Jim Martin shared that he supported the addition; Kevin L. Hill seconded the motion. The Board voted unanimously to approve the language from the UCLA study that would be added to the resolution that was offered by Keith Sutton. The Board then voted unanimously to approve the revised Resolution.

24. WAKE COUNTY BOARD OF EDUCATION 2014 SHORT SESSION LEGISLATIVE AGENDA

The Board discussed and revised the 2014 Short Session Legislative Agenda during its work session previously in the day. Keith Sutton made a motion to approve the Proposed 2014 Short Session Legislative Proposed Agenda. The motion was seconded by Monika Johnson-Hostler and unanimously approved.

CLOSED SESSION

Keith Sutton made a motion to go into Closed Session at 7:30 p.m. to consider confidential personnel information protected under G.S. 143-318.11 (a) (6) and 115C-319, to consult with the Board of Education attorney and preserve the attorney-client privilege as provided in G.S. 143-318.11(a) (3), and to consider confidential student information protected under G.S. 115C-402 and the Family Educational and Privacy Rights Act, 20 U.S.C. 1232g. The motion was seconded by Kevin L. Hill and unanimously approved.

The Board returned to Open Session at 8:28 p.m.

ACTION ITEMS CONT'D

HUMAN RESOURCES

25. RECOMMENDATION FOR ADMINISTRATIVE APPOINTMENT(S)

Doug Thilman, Assistant Superintendent of Human Resources presented the Human Resources report. Kevin L. Hill made a motion to approve the Human Resources Report. The motion was seconded by Jim Martin. Bill Fletcher recused himself from the vote for personal reasons. The motion was unanimously approved.

27. RECOMMENDATION FOR CONTRACT RENEWAL(S)

Doug Thilman, Assistant Superintendent of Human Resources presented the recommendation for contract renewals. Kevin L. Hill made a motion to approve the recommendations. The motion was seconded by Jim Martin and unanimously approved.

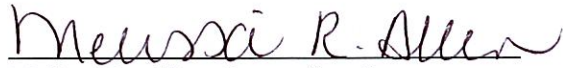
ADJOURNMENT

With no further business coming before the Board, Kevin L. Hill made a motion to adjourn. The motion was properly seconded unanimously approved. The meeting adjourned at 8:29 p.m.

Respectfully submitted,



Christine Kushner, Board Chair



Melissa R. Allen, Recording Secretary



James G. Merrill, Superintendent



**WAKE COUNTY BOARD OF EDUCATION
RECOGNITION MEETING MINUTES
May 27, 2014**

<u>Board Members Present</u>	<u>Staff Members Present</u>	
Christine Kushner, Chair	James G. Merrill, Superintendent	Karen Hamilton
Tom Benton, Vice Chair	Cathy Moore	Mark Winters
Monika Johnson-Hostler	Tim Simmons	Doug Thilman
Kevin L. Hill	David Neter	Edward McFarland
Zora Felton	Andre Smith	Rose Anne Gonzalez
Bill Fletcher	Pamela Kinsey-Barker	Todd Wirt
	Clinton Robinson	Brad McMillen
	Jacqueline Ellis	
	Lloyd Gardner	
	Marvin Connelly	

Chairwoman Kushner called the meeting to order at 5:32 p.m. Everyone recited the Pledge of Allegiance.

APPROVAL OF THE MEETING AGENDA

The Board voted to approve the meeting agenda by acclamation.

RECOGNITION ITEM

EMPLOYEE EXCELLENCE AWARD

Doug Thilman, Assistant Superintendent of Human Resources presented the seven employees that were nominated for this month’s Employee Excellence Award. Chairwoman Kushner expressed regrets from Susan Evans and Jim Martin who were out of town and Keith Sutton who had a previous commitment. On the behalf of them and the entire Board, Chairwoman Kushner thanked the recipients for their dedication, diligence, innovation, initiative, and giving a labor of love to the students. Chairwoman Kushner also thanked the supervisors and the school communities for being present for the celebration.

The Board recessed at 5:40 p.m. The Board returned to Open Session at 5:49 p.m.

SPOTLIGHT ON STUDENTS

Crystal Reardon, Director of Counseling and Student Services presented the twenty-three students as Spotlight on Students award winners. Chairwoman Kushner quoted President John Quincy Adams saying that, “If your actions inspire others to dream more, learn more, do more and become more, then you are a leader.” She stated to the students that is how she and the Board sees all of them. Chairwoman Kushner and the Board thanked each of the students for their stories of inspiration, leadership, integrity, courage, kindness, and compassion. Chairwoman Kushner ended her comments to the students with a quote from author, Maya Angelou. “Courage is the most important of all the virtues, because without courage, you can’t practice any of the others consistently.”

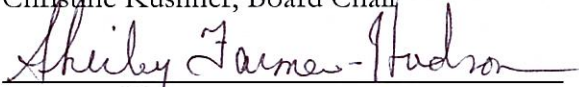
ADJOURNMENT

With no further business coming before the Board, Kevin L. Hill made a motion to adjourn. The motion was seconded by Tom Benton and approved unanimously. The meeting adjourned at 6:15 p.m.

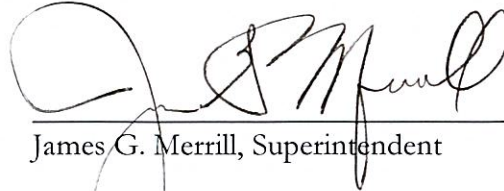
Respectfully submitted,



Christine Kushner, Board Chair



Shirley Farmer-Hudson, Recording Secretary



James G. Merrill, Superintendent



**WAKE COUNTY
BOARD OF EDUCATION**

WAKE COUNTY BOARD OF EDUCATION

June 3, 2014

.....
Board of Education Work Session – 3:30 P.M.

Student Assignment Seminar Series 3 – Continuation from May 1, 2014

Security Funding Update

2014 NC Teacher Working Conditions Survey Results
.....

OPEN SESSION - 5:30 P.M.

1. CALL TO ORDER

2. QUORUM DETERMINATION

3. PLEDGE OF ALLEGIANCE

4. INFORMATION

Chair's Comments

Superintendent's Comments

Board Members' Comments

5. APPROVAL OF THE MEETING AGENDA

PUBLIC COMMENT 6 P.M.

Citizens who sign up to address the Board during public comment will be called on in priority order first for items on the agenda and then for items not on the agenda. Each individual speaker will be allowed three minutes for remarks. Issues or concerns involving personnel matters are not appropriate for this public comment setting. After 30 minutes of public comment, any speakers remaining will be recognized at the end of the agenda for their comments.

RECOGNITION

SCHOOL PERFORMANCE

6. 2014 VALEDICTORIANS

Valedictorians from each high school will be recognized. Fiscal Implications: N/A. Savings: N/A. Recommendation for Action / Next Steps: N/A.

INFORMATION ITEMS

CHIEF OF STAFF

7. SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

The district has had a collaborative School Resource Officer Memorandum of Understanding (MOU) since July 1, 2009, with a date of expiration of June 30, 2014. The district has received community feedback about the School Resource Officer Program and the components in this MOU. Staff also has collaborated with law enforcement agencies from all local jurisdictions in

the development of this MOU to obtain feedback on the proposed draft. Fiscal Implications: None. Savings: None. Recommendation for Action/ Next Steps: Information item; seeking Board approval on June 17, 2014.

CONSENT ITEMS

APPROVAL OF MEETING MINUTES

- 8. March 18, 2014 - Board of Education Work Session Minutes
- March 25, 2014 - Policy Committee Meeting Minutes

FINANCE

9. GIFTS TO THE SYSTEM

One hundred and sixty one gifts have been donated to the Wake County Public School System. The approximate value of the gifts is \$ 96,568.00. Fiscal Implications: Not Applicable. Savings: Not Applicable. Recommendation for Action/Next Steps: No Action Required.

10. REPORT OF ADMINISTRATION APPROVED CONTRACTS

The attached summaries are provided as information in accordance with Board Policy 8361. The summaries list all change order/amendments, and contracts having a value greater than \$50,000 and not over \$100,000, and purchase orders in excess of \$250,000 for April 2014. Fiscal Implications: Not Applicable. Savings: Not Applicable. Recommendation for Action/Next Steps: Not Applicable.

11. BUDGET AMENDMENTS AND TRANSFERS, 2013-2014

To report changes in the budget resulting from transactions processed during April, 2014. Fiscal Implications:

Adjust State Public School Fund	+	\$	35,904
Adjust Local Current Expense Fund	-	\$	856,820
Adjust Federal Grants Fund - State	-	\$	954
Adjust Capital Outlay Fund	+	\$	0
Adjust Multiple Enterprise Fund	+	\$	141,723
Adjust Direct Grants Fund	+	\$	60,496
Adjust Other Specific Revenue Fund	+	\$	888,030

Net Changes + \$ 268,379

Savings: Not Applicable. Recommendation for Action/Next Steps: No action. In accordance with Budget Resolution, administration is reporting changes in appropriations.

12. RENEWAL OF AUTONOMIC RESOURCES LLC SERVICES AGREEMENT

A Request for Proposal was released December 18, 2011 for qualified vendors to bid on outsourced DBA services. Of the four proposals received, Autonomic Resources was chosen to provide the service. A fifteen-month contract was executed April 1, 2012 which allowed for the initial expiration date to co-term with the district's fiscal year. Monthly fixed rate set at \$37,916.00. A change order was utilized last year to extend term through June 30, 2014 and add appropriate funding. Change Order 2 will renew services for another one-year term (through June 30, 2015) and add funding to cover invoiced amounts during new term. Monthly fixed rate has remained static throughout course of contract. Fiscal Implications: Total amount required for 2014-15 is \$454,992.00. Funding for contracted services is identified and planned for in the

2014-15 Technology Services operating budget. Savings: Not applicable. Recommendation for Action/Next Steps: Staff is requesting Board approval of renewal.

13. RENEWAL OF L-3 NATIONAL SECURITY SOLUTIONS, INC. STRATIS NETWORK SUPPORT SERVICES AGREEMENT

A Request for Proposal was released March 25, 2012 for qualified vendors to bid on network support services. Of the three proposals received, L-3 was chosen to provide the service. A one year contract was executed July 1, 2012. Monthly fixed rate set at \$54,631.20. A change order was utilized last year to extend term through June 30, 2014 and add appropriate funding. Change Order 2 will renew services for another one-year term (through June 30, 2015) and add funding to cover invoiced amounts during new term. Monthly fixed rate has remained static throughout course of contract. Fiscal Implications: Total amount required for 2014-15 is \$655,574.40. Funding to cover these services is available in the district's PRC 15 allotment. Savings: Not applicable. Recommendation for Action/Next Steps: Staff is requesting Board approval of renewal.

14. RENEWAL OF L-3 NATIONAL SECURITY SOLUTIONS, INC. STRATIS SERVICES AGREEMENT

A contract with L-3 was executed July 1, 2012 related to network infrastructure installation and upgrade projects (ex: upgrade network hardware, install wireless). Initial funding appropriated through CIP 2006 bond funds. Three previous change orders have been executed over the last two years to add funding and renew contract through June 30, 2014. Change Order 4 will renew services for another one-year term (through June 30, 2015) and add funding to cover anticipated invoiced amounts. Fiscal Implications: Total amount required for change order is \$250,000.00. Funding to cover ongoing services is available in the Technology Services portion of CIP 2013 bond funds. Savings: Not applicable. Recommendation for Action/Next Steps: Staff is requesting Board approval of change order.

15. RENEWAL OF MCNATTON TECHNOLOGIES LLC SERVICES AGREEMENT

A Request for Proposal was released April 14, 2013 for qualified vendors to bid on enterprise systems support which includes not only traditional server support but also requires expertise in a variety of areas including network operations, information security and application development. Of the proposals received, McNatton Technologies was awarded a contract to provide the service. Initial one-year term began July 1, 2013. The contract allows for renewal of up to three additional one-year terms. Change Order 1 will renew services through June 30, 2015 and add appropriate funding. Monthly fixed rate charged will remain \$58,500.00. Fiscal Implications: Total amount required for 2014-15 is \$702,000.00. Funding for contracted services is identified and planned for in the 2014-15 Technology Services operating budget. Savings: Not applicable. Recommendation for Action/Next Steps: Staff is requesting Board approval of renewal.

16. RENEWAL OF NVIABLE, INC. SERVICES AGREEMENT

Initial contract was executed July 1, 2011 to provide support for all cellular devices, help with blackberry enterprise server support services, provide supplemental lotus administrator support and provide backup coverage for these areas in the event of district staff's absence. Previous change orders have been utilized to extend and renew contract term as well as add appropriate funding to cover invoiced amounts. Current term expires June 30, 2014. Change Order 5 will renew contract for another year (through June 30, 2015) and add funding to cover anticipated

invoiced amounts during new term. Hourly rate will remain the same. Fiscal Implications: Total amount required for 2014-15 is \$97,152.00. Funding for contracted services is identified and planned for in the 2014-15 Technology Services operating budget. Savings: Not applicable. Recommendation for Action/Next Steps: Staff is requesting Board approval of renewal.

FACILITIES

17. CONTRACT FOR REAL ESTATE LEGAL SUPPORT SERVICES

The current real estate legal support services contract with Boxley, Bolton, Garber & Haywood, LLP, expires on June 30, 2014, and a new contract has been negotiated for the next fiscal year. The attorneys will provide legal services for matters affecting or involving real estate currently owned or leased by the Board, real estate to be acquired or leased by Board, and other legal services as requested on an as needed basis. The contract term is from July 1, 2014 to June 30, 2015, and it includes a termination clause. A copy of the proposed contract is attached. Staff recommends approval in accordance with Board Policy 1214. Fiscal Implications: The maximum annual amount of \$60,000 proposed in the agreement includes fees for services based upon an hourly rate schedule which is the same as that for the Board Attorney. A separate purchase order in the amount of \$2,000 will cover reimbursements of out-of-pocket expenses advanced by the firm. Funding is available from the CIP 2013 Land Purchase budget. Savings: Not applicable. Recommendation for Action/ Next Steps: Board approval is requested.

18. BIDS: FAN COIL REPLACEMENTS (OLDS ELEMENTARY)

Bids were received on May 22, 2014 for the installation of 51 fan coil units at Olds Elementary School. Staff recommends award of the single-prime contract to Brady Services, Inc., in the amount of \$143,500. The existing fan coil units have reached the end of their useful life and need to be replaced to maintain a proper conditioned environment for students and staff. Fiscal Implications: Funding is available from the total project budget of \$71,013,687 for CIP 2006 Life-Cycle Replacement of Building Components. Savings: None. Recommendation for Action/ Next Steps: Board approval is requested.

19. RESOLUTION: CIP 2013 APPROPRIATION REQUEST FOR TECHNOLOGY

This resolution requests that CIP 2013 funds be appropriated for the remainder of the first year Technology component. The technology funds will be used for infrastructure and devices. The requested amount is \$10,958,278. On March 18, 2014, the Board requested and subsequently received \$10,000,000 of CIP 2013 Technology funding. The details of this resolution are shown on the attachment. Fiscal Implications: Funds are available in CIP 2013. Savings: Not applicable. Recommendation for Action/ Next Steps: Board approval is requested.

20. RESOLUTION: CIP 2006 REALLOCATION REQUEST

This resolution requests that \$1,300,000 from savings currently in two projects be reallocated to Offsite (Public) Improvements. \$900,000 of this is for site-work associated with the Abbotts Creek Elementary project. According to the joint development agreement with the City of Raleigh, the school system will reimburse the City for site-work performed on the school site by the City, and the City will reimburse the school system for work performed on the site by the school system. The site-work bids for the offsite component of the school portion were higher than anticipated. In addition, additional funds are needed for the acquisition of right-of-way and multiple easements from an adjacent property owner for the Dunn Road extension, which will serve this project. The total offsite cost for the Abbotts Creek Elementary project is estimated to be \$2,300,000 which is \$900,000 more than was anticipated. The remaining \$400,000 of this

reallocation resolution is for the acquisition of right-of-way and multiple easements for Scotts Ridge Elementary, Pine Hollow Middle, and South Garner High. The details of this resolution are shown on the attachment. Fiscal Implications: Funds are available from CIP 2006 savings. Savings: Not applicable. Recommendation for Action / Next Steps: Board approval is requested

21. RESOLUTION: CIP 2006 APPROPRIATION / REALLOCATION REQUEST AND CHANGE CIP 2006 / CIP 2013 BUDGETS

This resolution requests the appropriation of \$6,799,974 from the sale of the 3600 Wake Forest Road administrative site to the CIP 2013 Property Acquisition account. Upon approval of the Crossroads administrative offices lease in June 2010, funds were set aside from the Property Acquisition (\$9,189,363) and Life Cycle (\$4,034,800) accounts to create a sinking fund that together with interest earned will offset part of the lease operating cost. Upon sale of the administrative spaces (3600 Wake Forest Road, 2302 Noble Road, and 4600 New Bern Avenue), the deferred projects would be funded. This resolution reflects the sale of the second of these three properties. The Noble Road property proceeds were previously appropriated. Determinations for the proceeds from the sale of the New Bern Avenue property will be made at the time of future sale. The \$4,034,800 from Life Cycle funds will not be appropriated since that was the amount of funding in the Life Cycle account for 3600 Wake Forest Road and Noble Road building component replacements which was not expected due to the property being sold.

This resolution also requests reducing the WCPSS Plan of Record (overall budget) for CIP 2006 by \$10,834,774 (\$6,799,974 and \$4,034,800) and increasing the overall Plan of Record for CIP 2013 by \$6,799,974 due to the above actions. This reflects the need to begin moving available funds from CIP 2006 to CIP 2013 to aid in the future closing of CIP 2006. The details of this resolution are shown on the attachment. Fiscal Implications: Funds are available. Savings: Not applicable. Recommendation for Action/ Next Steps: Board approval is requested.

SCHOOL PERFORMANCE

22. GRANT PROPOSALS

- Competitive (#20614) John Wieland Homes and Neighborhoods, Second Mile Grant / Individual Schools.

Fiscal Implications: Any required cash and/or in-kind matching contributions vary by grant program. Savings: Grant funding supplements existing resources. Recommendation for Action / Next Steps: Staff is requesting Board approval.

23. ACCURATE COMMUNICATIONS, INC.

Wake County Public School System is contracting with Accurate Communication, Inc. to provide interpretation and transliteration services for classroom and extra-curricular activities for hearing impaired students in Wake County Public Schools. Fiscal Implications: Funding in the Special Education Services' budget in the amount of \$153,709 is to be used to pay the cost of these services. Savings: Not Applicable. Recommendation for Action / Next Steps: Board approval is requested.

24. AMIKIDS, INC.

Wake County Public School System, Special Education Services is contracting with AMIKIDS, Inc., to provide on-site alternative instructional services for students with disabilities that have been long term suspended. Instructional services will be provided in accordance with North Carolina

Department of Education and Wake County Schools policies and procedures. AMIKIDS, Inc. will serve students in grades 6 through 12. Fiscal Implications: Funding in the Special Education Services' budget in the amount of \$427,860 is to be used to pay the cost of these services. Savings: Not Applicable. Recommendation for Action/Next Steps: Board approval is requested.

25. BAYADA HEALTHCARE, INC.

Bayada Healthcare, Inc. will provide nursing services for five (5) identified students with disabilities. Fiscal Implications: Funding in the Special Education Services' budget in the amount of \$176,076 is to be used to pay the cost of these services. Savings: Not Applicable. Recommendation for Action/Next Steps: Board approval is requested.

26. I AM UNIQUE SPECIAL CARE & CASE MANAGEMENT

I Am Unique Special Care & Case Management will provide nursing services for four (4) identified students with disabilities. Fiscal Implications: Funding in the Special Education Services' budget in the amount of \$192,720 is to be used to pay the cost of these services. Savings: Not Applicable. Recommendation for Action/Next Steps: Board approval is requested.

27. MAXIM HEALTHCARE SERVICES, INC.

Maxim Healthcare Services, Inc. will provide nursing services for eight (8) identified students who are medically fragile. Fiscal Implications: Funding in the Special Education Services' budget in the amount of \$342,000 is to be used to pay the cost of these services. Savings: Not Applicable. Recommendation for Action/Next Steps: Board approval is requested.

28. PEDIATRIC SERVICES OF AMERICA

Pediatric Services of America will provide nursing services for six (6) identified students with disabilities. Fiscal Implications: Funding in the Special Education Services' budget in the amount of \$342,735 is to be used to pay the cost of these services. Savings: Not Applicable. Recommendation for Action / Next Steps: Board approval is requested.

29. PEDIATRIC SERVICES OF AMERICA AMENDMENT

This contract is being increased by \$107,500 to provide nursing services to two (2) additional students who require nursing services during the school day. Fiscal Implications: Funding in the Special Education Services' budget in the amount of \$107,500 is to be used to pay the cost of these services. The total contract is not to exceed \$347,500. Savings: Not Applicable. Recommendation for Action / Next Steps: Board approval is requested.

30. PUBLIC CONSULTING GROUP (PCG) CONTRACT (EASi)

PCG provides a web based system for new development, hosting, ongoing service updates and data reporting for EASi Suite. WCPSS utilizes EASi to direct and monitor compliant and consistent functions in the areas of Individualized Education Plans, Personalized Education Plans, Limited English Proficient Plans, Section 504 Plans, Response to Intervention Plans, Student Incident and Reporting System and Response to Instruction-Behavior System. Fiscal Implications: Contract cost for fiscal year 2014-2015 is \$1,133,000.00. Savings: Contract was reduced in the amount of \$39,000.00. Recommendation for Action/ Next Steps: Board approval is requested.

31. PUBLIC CONSULTING GROUP (PCG) CONTRACT (MAC AND FFS)

The contract includes activities related to reimbursement for services for Medicaid Administrative Claiming (MAC) and Fee for Service (FFS) and Cost Reporting. PCG assists with data collection, analysis and preparation of the Medicaid Cost Report to be submitted to the North Carolina Division of Medical Assistance. Fiscal Implications: Contract cost for fiscal year 2014-2015 is \$163,000.00. Savings: Contract has been reduced by \$359,258.00. Recommendation for Action/ Next Steps: Board approval is requested.

32. EARLY LEARNING CENTER

Wake County Public School System and Shaw University will join together to provide early intervention services to children and families of Wake County through Shaw University Center for Early Childhood Education. Based on this agreement a Memorandum of Understanding has been developed. Fiscal Implications: No funding is associated with this Memorandum of Understanding. Savings: Not Applicable. Recommendation for Action / Next Steps: Board approval is requested.

33. TRIANGLE DEVELOPMENTAL SERVICES, PLLC – OCCUPATIONAL THERAPY

Triangle Developmental Services, PLLC will provide occupational therapy services to identified students with disabilities. Services provided by Triangle Developmental Services will help meet caseload requirements, as established by the North Carolina Department of Public Instruction, as well as provide coverage for vacant positions. The total contract amount is \$410,400. Fiscal Implications: Funding in the Special Education Services’ budget in the amount of \$410,400 is to be used to pay the cost of these services. Savings: Not Applicable. Recommendation for Action / Next Steps: Board approval is requested.

34. TRIANGLE DEVELOPMENTAL SERVICES, PLLC

Triangle Developmental Services, PLLC will provide multidisciplinary team evaluations at a cost of \$1485 for a full evaluation and \$1585 for a bilingual evaluation. Fiscal Implications: Funding in the Special Education Services’ budget in the amount of \$619,425 is to be used to pay the cost of these services. Savings: Not Applicable. Recommendation for Action / Next Steps: Board approval is requested.

HUMAN RESOURCES

35. RECOMMENDATION FOR EMPLOYMENT

1. Professional
2. Support
3. Contract Central Services Administrators

36. REQUEST FOR LEAVE(S)

37. CRIMINAL RECORD CHECKS CONTRACT FOR 2014-2015 SCHOOL YEAR

In order to facilitate a safe learning and working environment for students and employees, the Human Resources Department runs criminal record checks on employment applicants in accordance with the rules and regulations of the Fair Credit Reporting Act. The Human Resources Department also manages the Volunteer Services System. And runs criminal record checks on volunteer applicants. Fiscal Implications: \$200,000.00 from contract services budget. Budget is available. Savings: N/A. Recommendation for Action/ Next Steps: Board approval is requested.

BOARD

38. BOARD ADVISORY COUNCIL NOMINATIONS

This represents new nominations to the Board Advisory Councils. The nomination forms are attached for the Board's review and consideration. Fiscal Implications: N/A. Savings: N/A. Recommendation for Action/ Next Steps: Board approval is requested.

ACTION ITEMS

FACILITIES

39. OFFER TO PURCHASE AND CONTRACT FOR SALE OF 80.802 ACRES OF SURPLUS PROPERTY: FORESTVILLE ROAD

The Board of Education owns an 80.802 acre tract of land located at 2618 Forestville Road, Raleigh, NC, having Wake County PIN #1748-43-5922, which tract was initially acquired for location of a high school and elementary school. The Board of Education declared it as surplus and ordered its sale on August 16, 2011. At its November 7, 2011, meeting, the Wake County Board of Commissioners confirmed that it had no interest in acquiring the property. After advertisement of the property for sale, Board received and approved an offer on 6/4/2013 of \$3,817,894.50, which through the upset bid process increased to a final contract price of \$4,209,350. The contract was terminated at the end of the due diligence period pursuant to its terms by the buyer. Staff has since received three more offers. Terms and conditions of an Offer to Purchase and Contract have been reached to sell the tract to JEN North Carolina 1, LLC, at a purchase price of Fifty Thousand (\$50,000) Dollars per acre, which amounts to a total purchase price of Four Million Forty Thousand One Hundred Dollars (\$4,040,100). A copy of the Offer to Purchase and Contract is attached. Fiscal Implications: Estimated gross income to the board of Education "to reduce the County's bonded indebtedness for schools or for future land acquisitions for schools" is \$4,040,100. Savings: Not applicable. Recommendation for Action/ Next Steps: Staff requests Board approval of the conditions and terms of the proposed contract, conditioned upon and subject to completion of the advertisement and upset and process as described in N.C.G.S. 115C-518 and N.C G.S. 160A-269

CLOSED SESSION

- To consider confidential personnel information protected under G.S. 143-318.11 (a) (6) and 115C-319.
- To consult with the Board of Education attorney and preserve the attorney-client privilege as provided in G.S. 143-318.11(a)(3)
- To establish or give instructions concerning the Board's negotiating position related to a potential acquisition of real property, as provided in G.S. 143-318.11 (a)(5).
- To consider confidential student information protected under G.S. 115C-402 and the Family Educational and Privacy Rights Act, 20 U.S.C. 1232g.

ACTION ITEMS CONT'D

HUMAN RESOURCES

40. RECOMMENDATION FOR ADMINISTRATIVE APPOINTMENT(S)

41. ONE YEAR RENEWABLE CONTRACTS

INFORMATION ITEM

HUMAN RESOURCES

42. ADMINISTRATIVE TRANSFER(S)

ADJOURNMENT



WAKE COUNTY BOARD OF EDUCATION
MEETING MINUTES
June 3, 2014

<u>Board Members Present</u>	<u>Staff Members Present</u>	
Christine Kushner, Chair	James G. Merrill, Superintendent	Karen Hamilton
Tom Benton, Vice Chair	Marvin Connelly	Todd Wirt
Monika Johnson-Hostler	Cathy Moore	Joe Desormeaux
Kevin L. Hill	Tim Simmons	Mark Winters
Jim Martin	David Neter	Doug Thilman
Zora Felton	Andre Smith	Brad McMillen
Bill Fletcher	Edward McFarland	Brenda Elliott
	Pamela Kinsey-Barker	
	Rose Anne Gonzalez	<u>Board Attorney</u>
	Clinton Robinson	Jonathan Blumberg.

Chairwoman Kushner called the meeting to order at 5:40 p.m. Everyone recited the Pledge of Allegiance.

Chair's Comments

Chairwoman Kushner shared comments related to the Board of Commissioners Public Hearing held on June 2nd regarding the budget and the resolution that the Commissioners passed in regards to increasing teacher supplements. Chairwoman Kushner shared that the County's budget does include the requested \$10 million for added programs. She also shared that she would like for the Board members to continue to advocate for Wake County Public School System employees to be taken care. She also shared proposals on the budget from the Governor, the Senate, and that the House would release their version of a budget proposal later in the week. Chair Kushner shared that the school system has been good stewards of taxpayer dollars and have been stretching resources and wonders if the district has been stretched to a breaking point. She asked that legislators fund real salary increases for the people who serve public school children.

Chair Kushner shared that graduations began last week, both Wake Early College of Health and Science and Southeast Raleigh High School celebrated the accomplishments of the Class of 2014.

Chair Kushner also recognized the kick-off of the Strategic Plan that was held on May 29th and working collaboratively with the community through the process.

Superintendent Comments

Dr. Merrill shared his appreciation of those who attended the formal kick-off of the strategic plan; focus group discussions are completed and plans are in the making for an open invitation to an online survey beginning June 9th. A large town hall meeting is being planned for early August followed by the actual writing of the plan.

Dr. Merrill shared that WCPSS will award diplomas to 9,472 students in twenty-five ceremonies running through June 12th of this year. The Class of 2014 earned \$95.6 million in scholarships and 1,730 qualified for the N.C. Scholars Program and lists more than 1,600 honor graduates among the group. Four seniors earned the Park Scholarship, one senior earned the Morehead Cain Scholarship, six seniors earned corporate sponsored National Merit Scholarships, and nine seniors earned

National Merit scholarships. A number of schools reported students who had earned military academy appointments to the Naval, Air Force, and Coast Guard Academies, and to West Pointe. Dr. Merrill congratulated all graduates and their families. Dr. Merrill made closing comments regarding the state budget.

Board Members' Comments

Board members shared comments related to congratulating the graduates of 2014, attending graduations that already occurred, sincerely thanking all teachers and front line professionals for making the graduation process possible each year, thanking teaching professionals for their work this year, teachers at Apex High School who on May 21st, petitioned for better pay for all school employees, attending the County Commissioners Public Hearing on the budget, attending a Memorial Day observance at Holly Grove Elementary on May 23rd, attending Highcroft Elementary Schools' 10th anniversary celebration on May 30th, budgets from the State and the County, attending a community forum at Martin Street Baptist Church on May 29th regarding the WCPSS SRO MOU, and thanking the staff at Rolesville High School for their work during a cheerleading competition on May 29th.

APPROVAL OF THE MEETING AGENDA

Chair Kushner added to the Agenda for Closed Session, to consider the school safety components of school improvement plans under N.C.G.S. 143-318.11 (a)(8). Chair Kushner moved items #40, Recommendation for Administrative Appointments, #41 One Year Renewable Contracts, and #42 Administrative Transfers to Action before returning to Closed Session. Susan P. Evans made a motion to approve the Amended Agenda. The motion was seconded by Monika Johnson-Hostler and unanimously approved.

PUBLIC COMMENT. The following individuals offered public comments to the Board;

- Qasima Wideman
- Tavon Bridges
- Elena Ehrlich
- Monserrat Alvarez
- Bryan Perlmutter
- Selina Garcia
- Sanyu Gichie
- Tamara Young
- Tanasaya Futrell
- Vickie Adamson
- Fernando Martinez
- Adam Geringer

The Board recessed at 6:53 p.m. The Board returned to Open Session at 6:56 p.m.

RECOGNITION ITEM

SCHOOL PERFORMANCE

6. 2014 VALEDICTORIANS

Crystal Reardon, Director of Counseling and Student Services, presented the WCPSS's 2014 Valedictorians. Twenty-seven students were recognized as their school's 2014 valedictorian. Chairwoman Kushner congratulated the valedictorians on their successful school careers.

INFORMATION ITEM

CHIEF OF STAFF

7. SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

Dr. Marvin Connelly Jr, Chief of Staff and Strategic Planning, shared that the district has had a collaborative School Resource Officer Memorandum of Understanding since July 1, 2009, with a date of expiration of June 30, 2014. The district received community feedback about the School Resource Officer Program and the components in the MOU. Staff has also collaborated with law enforcement agencies from all local jurisdictions in the development of the MOU to obtain feedback on the proposed draft. Staff will come back to the Board on June 17th to request Board approval.

Board members commended staff and counsel for what has been done with the thirteen different agencies for the collaborative MOU. Board members thanked the community for their input and that the spirit of what the Board wanted was placed into the MOU.

CONSENT ITEMS

Kevin L. Hill made a motion to approve the Consent Items. The motion was seconded by Keith Sutton and unanimously approved.

ACTION ITEMS

FACILITIES

39. OFFER TO PURCHASE AND CONTRACT FOR SALE OF 80.802 ACRES OF SURPLUS PROPERTY: FORESTVILLE ROAD

Betty Parker, Director of Real Estate Services, shared that the Board of Education owns an 80.802 acre tract of land located at 2618 Forestville Road in Raleigh. The tract was initially acquired for location of a high school and elementary school, previously referred to as H-6. The Board declared it as surplus and ordered its sale in August 2011. At the Board's November 7, 2011 meeting, the Wake County Board of Commissioners confirmed that it had no interest in acquiring the property. After advertisement of the property for sale, the Board received and approved an offer in June of 2013 for approximately \$3.8 million which went through the upset bid process and was increased to a final contract price of approximately \$4.2 million. The contract was terminated at the end of the due diligence period. Since that time, staff has received three more offers. Terms and Conditions of an Offer to Purchase and Contract have been reached to sell to JEN North Carolina 1, LLC, at a purchase price of \$50,000 per acre for a total purchase price of \$4,040,100. Staff requested the Board's consideration and approval of the conditions and terms of the contract conditioned upon and subject to completion of the upset bid process.

Bill Fletcher made a motion to approve. The motion was seconded by Tom Benton and unanimously approved.

HUMAN RESOURCES

40. RECOMMENDATION FOR ADMINISTRATIVE APPOINTMENT(S)

Doug Thilman, Assistant Superintendent of Human Resources presented the Human Resources report. Kevin L. Hill made a motion to approve the Human Resources

Report incorporating the amendment that was added. The motion was seconded by Jim Martin and unanimously approved.

41. ONE YEAR RENEWABLE CONTRACTS

Susan P. Evans made a motion to approve the contracts. The motion was seconded by Kevin L. Hill and unanimously approved.

INFORMATION ITEM

HUMAN RESOURCES

42. ADMINISTRATIVE TRANSFER(S)

No action was taken.

CLOSED SESSION

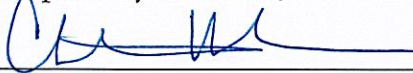
Jim Martin made a motion to go into Closed Session at 7:15 p.m. for the same reasons outlined before from the Work Session. The motion also notes that one item is to review the safety components of the school improvement plan. The motion was seconded by Bill Fletcher and unanimously approved.

The Board returned to Open Session at 8:50 p.m.

ADJOURNMENT

With no further business coming before the Board, Tom Benton made a motion to adjourn. The motion was seconded by Monika Johnson-Hostler and unanimously approved. The meeting adjourned at 8:51 p.m.

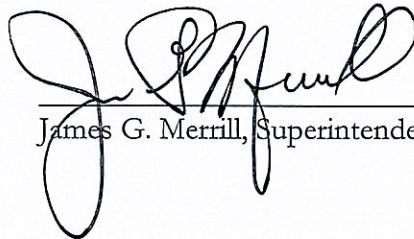
Respectfully submitted,



Christine Kushner, Board Chair



Melissa R. Allen, Recording Secretary



James G. Merrill, Superintendent



Wake County
Board of Education
CHIEF OF STAFF

PRECIS

Subject

SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

**Department, Board/Staff Liaison(s), and any Presenters from
Outside the District**

Dr. Marvin Connelly, Jr., Chief of Staff and Strategic Planning
Russ Smith, Sr. Director of Security
Benita Jones (Tharrington Smith)

Main Points

The district has had a collaborative School Resource Officer Memorandum of Understanding (MOU) since July 1, 2009, with a date of expiration of June 30, 2014. The district has received community feedback about the School Resource Officer Program and the components in this MOU. Staff also has collaborated with law enforcement agencies from all local jurisdictions in the development of this MOU to obtain feedback on the proposed draft.

Fiscal Implications

None.

Savings

None.

Recommendation for Action / Next Steps

Information item, seeking BOE approval on June 17, 2014.

**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (hereinafter "MOU") effective July 1, 2014 is made and entered into by and between the Wake County Board of Education (hereinafter "WCBOE" or "Board"), the governing body of the Wake County Public School System (hereinafter "WCPSS"), and the following local law enforcement agencies (each, an "Agency" collectively the "Agencies"):

- Wake County Sheriff's Office
- Cary Police Department
- Fuquay-Varina Police Department
- Garner Police Department
- Holly Springs Police Department
- Knightdale Police Department
- Raleigh Police Department
- Rolesville Police Department
- Wake Forest Police Department
- Wake Tech Campus Police Department

WITNESSETH

WHEREAS, the WCBOE and the Agencies recognize the benefits of the School Resource Officer Program to the citizens of Wake County, North Carolina, and particularly to the students, parents and staff of the public school system of Wake County, North Carolina;

WHEREAS, the WCBOE desires to have the Agencies provide School Resource Officers to certain schools within the WCPSS;

WHEREAS, the Agencies are willing to provide School Resource Officers to certain schools within the WCPSS;

WHEREAS, it is in the best interest of the WCBOE, the Agencies, and the citizens of Wake County to establish the School Resource Officer Program as hereinafter described.

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the WCBOE and the Agencies do hereby agree as follows:

Article I
Purpose and Governing Principles

This MOU outlines the goals and guiding principles as agreed to by and between the Board and the Agencies in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers, school administrators, parents and the students in the Wake County Public School System. A School Resource Officer Program is hereby established in the public school system of Wake County, North Carolina to promote a safe and secure environment on the campuses of the Wake County Public School System. The ultimate goal of the School Resource Officer Program is to provide a safe, inclusive and positive learning environment for all students and educators.

School policing is intended to promote a safe, welcoming, and inclusive environment for all students, staff, and other members of the school community. The parties agree that in compliance with law the parties shall administer the School Resource Officer Program established under this MOU without discrimination against any person on the basis of sex, gender, race, color, religion, national origin, age or disability. In particular, under no circumstances will any representative of any of the parties engage in any conduct in violation of state or federal anti-discrimination law in their interactions with students, including but not limited to any type of retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

Article II
Duties of the Agencies

The Agencies shall provide School Resource Officers (each, an "SRO" collectively "SROs") as follows:

1. Qualifications of SROs. The Agencies shall assign full-time law enforcement officers to serve as SROs in certain WCPSS schools. Each assigned SRO will be a certified law enforcement officer by the State of North Carolina and must complete a forty (40) hour School Resource Officer training course through the North Carolina Justice Academy and Crisis Intervention Training (CIT) certification through the Wake County CIT training program at Wake Tech, or other CIT provider approved by the Agency. If an officer does not possess SRO training and/or CIT certification at the time of assignment, the Agency will ensure that the officer participates in any necessary coursework to receive the training and certification at the next available course offering.
2. Assignment of SROs. SRO positions shall be filled by the providing Agency's directives and selection process. SROs should have no substantiated evidence of harassment, discrimination, disproportionate minority contact, improper use of force, or other serious performance issues in their work history that would make the officer inappropriate for performing duties as an SRO. In addition, SROs should have positive experience working with youth and/or in a school setting and should be willing and able to serve as

mentors for students. WCPSS may provide feedback to the Agency regarding SRO selection. The Agency shall ensure that all SROs participate in an orientation process conducted in collaboration between the Agency and the WCPSS to provide an overview of the School Resource Officer Program and review WCPSS policies and procedures.

3. Assignment of SRO Supervisor. Each Agency shall designate a regularly employed law enforcement officer to supervise the assigned SRO(s) and to coordinate the functions of the SRO Program with the Superintendent or designee. The duties of the SRO supervisor shall include coordinating work assignments of the SROs between various campuses; ensuring SRO compliance with directives and policies of the Agency and the WCPSS; coordinating SRO scheduling and work hours (vacation requests, sick leave, etc.); and addressing concerns and complaints regarding performance and conduct of SROs in collaboration with WCPSS and in accordance with Agency protocols.
4. SRO Trainings. Each Agency shall ensure that its SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Agency in addition to any training and certification required under this MOU.
5. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The Agencies shall collaborate with the WCPSS to host an annual summit of SROs and school administrators to discuss issues relevant to the School Resource Officer Program and operations. The Agencies shall require all SROs to attend the annual summit and any other WCPSS or Agency orientations and guidance sessions designed for SROs that may occur periodically during the school year during the SRO regular duty hours, so long as the scheduling of the summit and guidance sessions offered by the WCPSS do not conflict with assignments from the Agencies. Such guidance sessions shall be designed to provide resources to SROs on topics relevant to the School Resource Officer Program, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students. Repeated failure to attend the annual summit and any other WCPSS guidance sessions without a valid reason or proper notice may be grounds for the Superintendent to request removal of a SRO pursuant to Article VI herein. Other law enforcement officers who supervise SROs will be strongly encouraged to attend such sessions.
6. SRO Work Hours and Absences. The Agencies shall not utilize the SROs during the designated workday for duties other than set forth herein, except in emergency situations that necessitate removal of one or more SROs from their normal duties pursuant to this MOU. In the event a SRO is temporarily unavailable on campus due to training, illness, approved leave, court hearing, or other reasons, the Agency shall provide a replacement officer, whenever possible. The Agencies agree to use all reasonable efforts to prioritize the assignment of replacement officers at high school campus sites.

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7. Reporting. At least quarterly, each Agency agrees to provide to the WCPSS reports of the aggregated number of referrals (reported by race, gender, and school assignment) of WCPSS students by the SRO to the adult criminal justice system, juvenile petitions, teen court referrals, and/or referrals to the Campbell Law School mediation program.

Article III Duties of the SRO

1. SRO Work Hours, Uniforms and Visibility on Campus. The SRO shall remain on the school grounds during normal school hours, except when necessary to attend to a law enforcement emergency, to attend any meetings or trainings described in this MOU, or on limited occasions to attend to official law enforcement business off-campus. With the exception of emergency situations out of the SRO's control, the SRO shall give the SRO supervisor and principal or designee reasonable advance notice of any times when the SRO is not expected to be on campus during normal school hours, and the Agency will provide replacement officers to the extent possible in accordance with Article II, Section 6, of this MOU. The SRO shall wear the official law enforcement uniform or other apparel issued by the Agency at all times while serving on WCBOE property and shall make best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur. The SRO shall, whenever possible and in accordance with guidance from the school principal or designee, participate in or attend school functions during the SRO's regular duty hours, in order to assure the peaceful operation of school-related programs. Security services for extracurricular activities held outside of school hours shall be addressed through a separate contract between the Board and each Agency for law enforcement officer services.
2. SRO Mentoring and Outreach. Each SRO shall conduct himself or herself as a role model at all times and in all facets of the job, shall seek to establish a strong rapport with staff, faculty, students, and others associated with the school; and shall encourage students to develop positive attitudes towards the school, education, law enforcement officers, and positive living in general.
 - a. *Interaction with parent and faculty groups.* The SRO shall be strongly encouraged to attend meetings of parent and faculty groups to solicit their support and understanding of the School Resource Officer Program and to promote awareness of law enforcement functions during the SRO's regular duty hours.
 - b. *Information on community resources.* The SRO shall be familiar with community agencies that offer assistance to youths and their families, including but not limited to mental health clinics and drug treatment centers, and shall provide information on such agencies to students, parents, and/or school administrators when appropriate. In addition, the SRO shall provide information to the school principal, students, and parents regarding additional resources offered by

community agencies or the Agencies providing afterschool and summer programs and opportunities for youth.

3. Law Enforcement Actions and Safety Interventions. The SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members within the school community, while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies. Use of force may be implemented pursuant to Agency procedures and protocol as well as all applicable laws, if objectively reasonable based on the totality of the circumstances, however, in no event shall any use of force be excessive, arbitrary, or malicious. The SRO also shall, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of members of the school community.

a. *Investigations and Arrests.* Criminal investigations and arrests by SROs will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests. The SRO shall promptly notify appropriate school authorities whenever a SRO questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate if such notification would endanger a student or compromise an ongoing criminal investigation. The appropriate school authorities shall promptly notify the parent(s) or guardian of any student suspected of criminal wrongdoing whenever a SRO questions of an investigative nature or takes any direct action against any student suspected of criminal wrongdoing. SROs and school administrators shall collaborate and determine how such notice should be given in each individual circumstance. SROs shall comply with Miranda and juvenile Miranda rules whenever applicable in the course of questioning individuals suspected of criminal wrongdoing. If a SRO questions, searches, or arrests a student at school, all reasonable efforts will be made to protect the student's privacy.

b. *Searches.* SROs shall be aware of and comply with all laws and standards regarding searches of persons and property while performing services pursuant to this MOU. In particular, SROs shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. At no time shall any SRO request that any WCPSS employee lead or conduct a search of a student for law enforcement purposes.

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- c. *Interrogations.* In cases where the parent(s) or guardian cannot be reached and any questioning of a student is conducted without parental notification, the school principal or designee must be present during the questioning unless the SRO directs otherwise for safety or investigative reasons. Presence of the principal/designee does not in any way impact the SRO's duty, if applicable in the situation, to comply with the student's Miranda or juvenile Miranda rights. At no time shall the SRO request that any WCPSS employee act as an agent of the SRO or law enforcement in any interrogation.
- d. *Non-school investigations.* The SRO shall comply with WCBOE Policy 6605, Investigations and Arrests by Law Enforcement, regarding law enforcement investigations related to non-school matters. The SRO shall refrain from questioning students at school regarding non-school related matters unless the SRO has a warrant or unless questioning, searching or arresting a student on school property at that time is necessary, in the discretion of the SRO, for the success of a law enforcement investigation or to prevent injury or crime.
4. School Discipline. The school administrator shall be solely responsible for implementing the student Code of Conduct and discipline policies. The school administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules. The SRO should generally not have any further involvement in routine disciplinary matters, such as tardies, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behaviors and other similar minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the physical safety of staff, students, or others in the school environment.
- a. *Searches.* The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless their assistance is requested by school personnel to maintain a safe and secure school environment.
- b. *Interrogations.* The SRO will not be involved in questioning of students initiated and conducted by school personnel in disciplinary matters unless requested by the school personnel to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his or her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively question students.
5. Joint Law Enforcement and School Discipline Investigations. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g., when both the school administration and SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work
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in tandem. In such events, the criminal investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing. The SRO shall also adhere to all appropriate laws and standards governing law enforcement investigations and not assume that laws and standards that govern school disciplinary investigations will also apply to him or her in the course of conducting a criminal investigation.

6. Confidentiality: Access to Student Records. The SRO shall comply with all applicable laws, regulations, and WCBOE policies, including but not limited to laws, regulations and policies regarding access to confidential student records, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The SRO may have access to confidential student records or to any personally identifiable information of any WCPSS student as defined in 34 CFR 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable WCBOE policies and procedures. SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:
- a. The SRO is acting as a "school official" (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, a SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or designee has requested the SRO's assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts.
 - b. The SRO has written consent from a parent or eligible student to review the records or information in question.
 - c. The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.
 - d. The disclosure is made pursuant to a valid subpoena or court order, provided that advance notice of compliance is provided to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.
 - e. The information disclosed is "directory information" as defined by WCBOE Policy 6300, and the parent or eligible student has not opted out of the disclosure of directory information.
 - f. The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable WCPSS policies and procedures.

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7. Communication between SROs and Principals. The SRO is expected to meet with the school principal and members of the administrative team designated by the principal on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.
 8. Development of School Safety Plans. The SRO shall report any safety concerns to the school principal and or designee and shall confer with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The school principal will contact any other school system personnel who should be involved in these discussions.
 9. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The SRO shall attend all orientations, meetings, summits, and information and guidance sessions scheduled during the SRO's regular duty hours as requested by the Agency and/or WCPSS in accordance with Article II, Paragraph 5 herein.

Article IV
Duties of the WCBOE and the WCPSS

1. Provision of Office Space and Access to School Community.
The WCBOE, Superintendent, and school principals agree to provide to each full-time SRO:
 - a. Access to suitable accommodations at the school, which shall include a lockable room with limited access, telephone, desk, chair, computer and filing cabinet;
 - b. A radio for use on campus;
 - c. Keys to the assigned school; and
 - d. Reasonable opportunity to address students, teachers, school administrators, and parents about criminal justice, safety, and security issues relating to school-aged students.
2. Referrals to the SRO. Maintaining order in the school environment and investigating and responding to school discipline matters shall be the responsibility of the school administration. School administrators are expected to adhere to the student discipline procedures outlined in applicable state and federal law and Board policies. WCPSS shall refrain from involving the SRO in the response to student disciplinary incidents and the enforcement of disciplinary rules that do not constitute violations of law, except when necessary to support staff in maintaining a safe school environment. WCPSS shall provide training to school administrators regarding the role of the SRO and the appropriate involvement of the SRO in student matters that pose a threat to the safe school environment, at least on an annual basis. Such trainings shall include information on how to distinguish between disciplinary infractions appropriately handled by school officials versus threats to school safety that warrant a referral to law enforcement.
3. Communication between SROs and Principals. School principals are expected to meet with SROs on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities. The WCBOE authorizes principals to report any

crimes that occur on campus to the assigned SRO in compliance with all applicable state laws and WCBOE policies that require school officials to report criminal acts occurring on school grounds to law enforcement.

4. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The WCPSS shall coordinate an orientation for SROs to discuss an overview of the School Resource Officer Program and review WCPSS policies and procedures. The WCPSS also shall host, in collaboration with the Agencies, an annual summit of SROs and school administrators to discuss issues relevant to the School Resource Officer Program and operations. At least one administrator from each school with an assigned SRO shall attend the summit. In addition, the WCPSS shall offer additional guidance sessions and resources to SROs on topics relevant to the School Resource Officer Program that may occur periodically during the school year, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students.

5. Data Collection and Reporting. The WCPSS, working in conjunction with SROs, shall maintain data listed in Article II, Section 7 herein and other data on school-based discipline referrals that result in involvement with a SRO and/or law enforcement and review such data on an annual basis, including but not limited to the following information:
 - a. The name of the staff member making the referral;
 - b. Detailed information to explain the circumstances that led to the referral, including a description of the conduct and the setting;
 - c. The name of the SRO or other law enforcement involved and any actions taken in the response to the incident;
 - d. Names and roles of school staff members involved in the response to the incident;
 - e. The date of the referral;
 - f. The name, race, ethnicity, sex, age, disability status, English Language Learner (ELL) status, and grade level of the student(s) being referred and all other students involved in the incident;
 - g. Whether the referral to law enforcement was mandatory under G.S. 115C-288(g); and
 - h. Whether the school administrator had knowledge whether the student was questioned, searched, or arrested on campus by law enforcement as a result of the incident.

In addition, principals are expected to maintain documentation of all notifications received pursuant to G.S. 7B-3101 regarding juveniles who are alleged or found to be delinquent and shall preserve the confidentiality of such documentation in accordance with G.S. 115C-404.

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6. Review of SRO Program. The Superintendent or his/her designee shall collect feedback from principals at least annually regarding the SRO program and provide feedback to each Agency regarding the SRO program and the performance of SROs on an annual basis.

Article V

Financing the School Resource Officer Program

The WCBOE agrees to enter into a separate service contract with the governing body of each individual Agency to address the assignment of SROs to specific WCPSS schools and payment for SRO services during each fiscal year. The terms of any separate service contract shall not be inconsistent with the terms of this MOU. In the event of any conflict between any separate service contract regarding SRO services and the terms of this MOU, the terms of this MOU shall prevail, except that the service contract will prevail only with respect to the issue of payment for SRO services. Notwithstanding the foregoing, continuation of the School Resource Officer Program shall be contingent upon available funding from the WCPSS and the Agencies.

Article VI

Employment Status of School Resource Officers; Suspension or Reassignment

Each individual SRO shall remain an employee of his or her respective assigning Agency, and shall not be an employee of the WCBOE. Each Agency shall provide their SROs with the same type benefits, equipment, supplies and training as that provided to their regularly employed law enforcement officers.

If, in the discretion of the school principal or WCPSS Senior Director of Security, a SRO is not effectively performing his or her duties or responsibilities, and/or receives a complaint from a staff member, student or parent about actions of the SRO, the principal or Senior Director should report concerns to the SRO supervisor to address the performance concerns. In the event concerns continue or persist, the principal or Senior Director shall recommend to the Superintendent that the SRO be removed from the program and shall state the reasons in writing. After receiving the recommendation from the principal or Senior Director, the Superintendent or his/her designee, if s/he agrees, shall advise the individual Agency of the request. The Agency shall contact the Superintendent or his/her designee and shall agree to remove the SRO from serving WCPSS if, upon review by the Agency, there is verifiable, documented evidence of ongoing performance issues that have persisted despite the SRO being provided notice and an opportunity to improve.

In addition, if the principal or the WCPSS Senior Director of Security documents SRO misconduct that threatens the health or safety of students or staff, the WCPSS will immediately notify the SRO supervisor and provide copies of such documentation, and the Agency shall promptly remove the SRO from serving WCPSS until the completion of an internal investigation completed by the Agency as to the misconduct.

In the event of the resignation, dismissal, removal or reassignment of a SRO, the responsible Agency shall provide a replacement for the SRO within a reasonable period of time, to be discussed between the parties when a vacancy occurs. During such interim period, as much as reasonably possibly, the Agency shall assign an alternate law enforcement officer temporarily to carry out the duties of the SRO until a replacement can be secured. The Agencies agree to use all reasonable efforts to prioritize the assignment of replacement officers at high school campus sites.

Notwithstanding the foregoing, nothing in this MOU shall prohibit the Superintendent from preventing the access of any individual, including any assigned SRO, to WCBOE property if the Superintendent determines it is in the best interest of the health and safety of WCPSS students. Likewise, the Agency reserves the right to suspend a SRO from duty with the WCPSS. During any period of suspension under this section, the Agency shall provide a replacement SRO pursuant to Article II, Section 6 herein.

Article VII

Term and Termination of MOU

The term of this MOU shall begin on July 1, 2014 and end on June 30, 2017, unless terminated earlier as provided herein. However, the parties shall review the terms of this MOU at least annually and may amend it at any time in writing and by mutual agreement.

Any party's participation in this MOU may be terminated by that party, with or without cause, upon ninety (90) days written notice to the other parties.

Article VIII Notice

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

If to WCBOE:

Wake County Public School System
Attn: Superintendent
5625 Dillard Drive
Cary, NC 27518

If to Agencies:

Wake County Sheriff's Office
Attn: Sheriff
330 S. Salisbury Street
Raleigh, NC 27602

Cary Police Department
Attn: Chief
P.O. Box 8005
Cary, NC 27512

Garner Police Department
Attn: Chief
900 7th Avenue
Garner, NC 27529

Knightdale Police Department
Attn: Chief
950 Steeple Square Court
Knightdale, NC 27545

Rolesville Police Department
Attn: Chief
105 W Young Street
Rolesville, NC 27571

Wake Tech Campus Police Department
Attn: Chief
9101 Fayetteville Road
Raleigh, NC 27603

Fuquay-Varina Police Department
Attn: Chief
401 Old Honeycutt Road
Fuquay-Varina, NC 27526

Holly Springs Police Department
Attn: Chief
P.O. Box 8
Holly Springs, NC 27540

Raleigh Police Department
Attn: Chief
P.O. Box 590
Raleigh, NC 27602

Wake Forest Police Department
Attn: Chief
225 South Taylor
Wake Forest, NC 27587

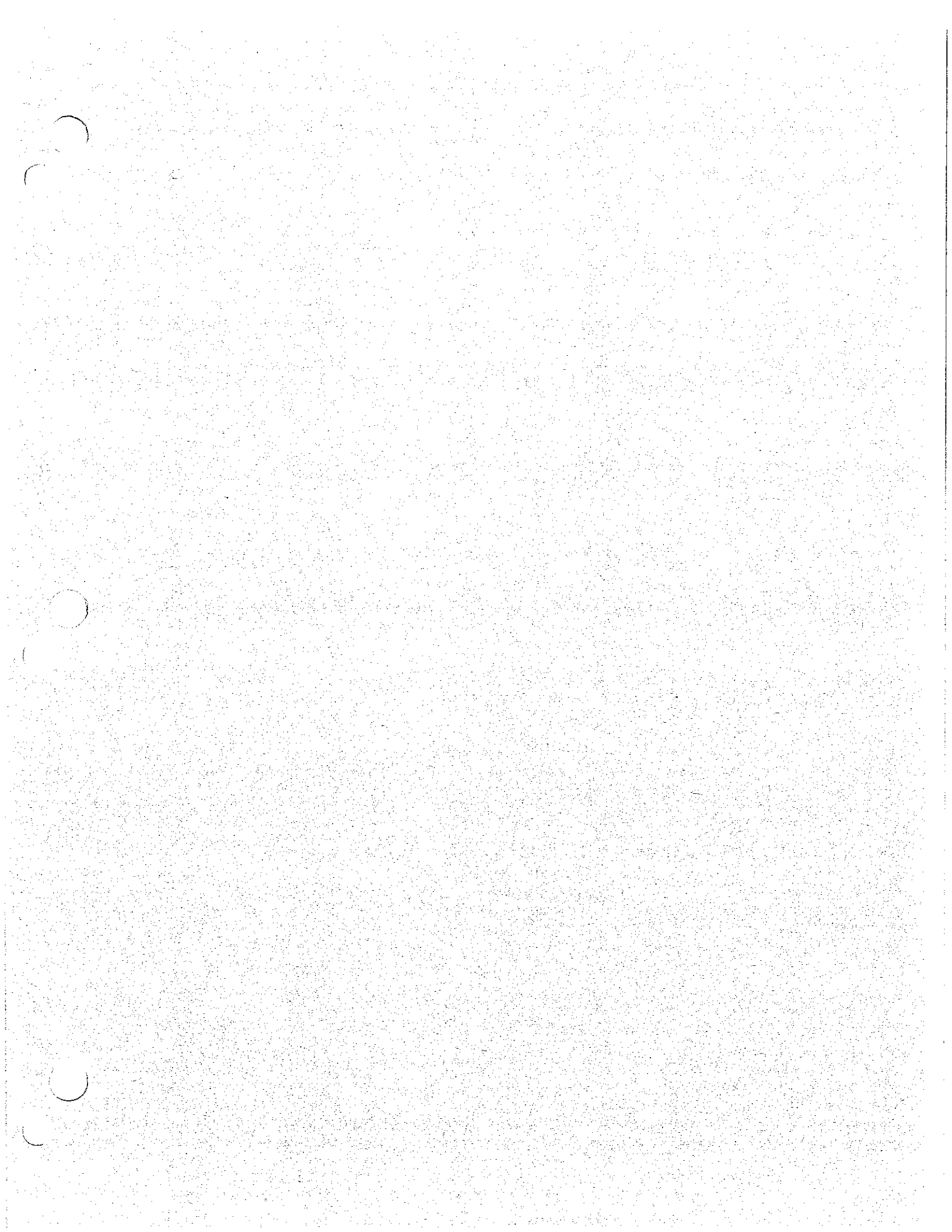
Article IX
Miscellaneous Provisions

1. Sex Offender Registry Checks. The parties acknowledge that the requirements of G.S. 115C-332.1 apply to this MOU. Each Agency shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Each Agency certifies that no individual may provide services to WCBOE under this MOU if he/she appears on any of the sex offender registries.
2. Relationship of Parties. The Agencies and the WCBOE shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or

principals of any other party hereto. Each Agency maintains control over its personnel and any employment rights of personnel assigned under this MOU shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.

3. Governing Law; Venue. This MOU shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Wake County, North Carolina.
4. Amendments and Modifications; Additional Policies and Procedures. This MOU may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOU. Notwithstanding the foregoing, the parties may develop additional policies and procedures by consent to implement this MOU, including but not limited to policies and procedures regarding reporting requirements and sharing information between WCPSS and the Agencies. Further, each party may develop internal policies and procedures to implement their respective obligations under this MOU.
5. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this MOU.
6. Severability. In the event that any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
7. Third Party Benefits. The services provided by the Agencies pursuant to this MOU shall not violate or in any way infringe on the rights of any third parties; provided, however, that nothing in this MOU shall be construed to create any right or remedy on the part of third parties.
8. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

<Remainder of page intentionally left blank. Signatures follow.>



**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)**

The Town of Apex/Apex Police Department, with a mailing address at P.O. Box 250, Apex, NC 27502, hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) (attached hereto) with the Wake County Board of Education, effective July 1, 2014.

Town of Apex

Date

DRAFT

**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (hereinafter "MOU") effective July 1, 2014 is made and entered into by and between the Wake County Board of Education (hereinafter "WCBOE" or "Board"), the governing body of the Wake County Public School System (hereinafter "WCPSS"), and the following local law enforcement agencies (each, an "Agency" collectively the "Agencies"):

- Wake County Sheriff's Office
- Cary Police Department
- Fuquay-Varina Police Department
- Garner Police Department
- Holly Springs Police Department
- Knightdale Police Department
- Raleigh Police Department
- Rolesville Police Department
- Wake Forest Police Department
- Wake Tech Campus Police Department

WITNESSETH

WHEREAS, the WCBOE and the Agencies recognize the benefits of the School Resource Officer Program to the citizens of Wake County, North Carolina, and particularly to the students, parents and staff of the public school system of Wake County, North Carolina;

WHEREAS, the WCBOE desires to have the Agencies provide School Resource Officers to certain schools within the WCPSS;

WHEREAS, the Agencies are willing to provide School Resource Officers to certain schools within the WCPSS;

WHEREAS, it is in the best interest of the WCBOE, the Agencies, and the citizens of Wake County to establish the School Resource Officer Program as hereinafter described.

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the WCBOE and the Agencies do hereby agree as follows:

Article I

Purpose and Governing Principles

This MOU outlines the goals and guiding principles as agreed to by and between the Board and the Agencies in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers, school administrators, parents and the students in the Wake County Public School System. A School Resource Officer Program is hereby established in the public school system of Wake County, North Carolina to promote a safe and secure environment on the campuses of the Wake County Public School System. The ultimate goal of the School Resource Officer Program is to provide a safe, inclusive and positive learning environment for all students and educators.

School policing is intended to promote a safe, welcoming, and inclusive environment for all students, staff, and other members of the school community. The parties agree that in compliance with law the parties shall administer the School Resource Officer Program established under this MOU without discrimination against any person on the basis of sex, gender, race, color, religion, national origin, age or disability. In particular, under no circumstances will any representative of any of the parties engage in any conduct in violation of state or federal anti-discrimination law in their interactions with students, including but not limited to any type of retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

Article II

Duties of the Agencies

The Agencies shall provide School Resource Officers (each, an "SRO" collectively "SROs") as follows:

1. Qualifications of SROs. The Agencies shall assign full-time law enforcement officers to serve as SROs in certain WCPSS schools. Each assigned SRO will be a certified law enforcement officer by the State of North Carolina and must complete a forty (40) hour School Resource Officer training course through the North Carolina Justice Academy and Crisis Intervention Training (CIT) certification through the Wake County CIT training program at Wake Tech, or other CIT provider approved by the Agency. If an officer does not possess SRO training and/or CIT certification at the time of assignment, the Agency will ensure that the officer participates in any necessary coursework to receive the training and certification at the next available course offering.
2. Assignment of SROs. SRO positions shall be filled by the providing Agency's directives and selection process. SROs should have no substantiated evidence of harassment, discrimination, disproportionate minority contact, improper use of force, or other serious performance issues in their work history that would make the officer inappropriate for performing duties as an SRO. In addition, SROs should have positive experience working with youth and/or in a school setting and should be willing and able to serve as

mentors for students. WCPSS may provide feedback to the Agency regarding SRO selection. The Agency shall ensure that all SROs participate in an orientation process conducted in collaboration between the Agency and the WCPSS to provide an overview of the School Resource Officer Program and review WCPSS policies and procedures.

3. Assignment of SRO Supervisor. Each Agency shall designate a regularly employed law enforcement officer to supervise the assigned SRO(s) and to coordinate the functions of the SRO Program with the Superintendent or designee. The duties of the SRO supervisor shall include coordinating work assignments of the SROs between various campuses; ensuring SRO compliance with directives and policies of the Agency and the WCPSS; coordinating SRO scheduling and work hours (vacation requests, sick leave, etc.); and addressing concerns and complaints regarding performance and conduct of SROs in collaboration with WCPSS and in accordance with Agency protocols.
4. SRO Trainings. Each Agency shall ensure that its SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Agency in addition to any training and certification required under this MOU.
5. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The Agencies shall collaborate with the WCPSS to host an annual summit of SROs and school administrators to discuss issues relevant to the School Resource Officer Program and operations. The Agencies shall require all SROs to attend the annual summit and any other WCPSS or Agency orientations and guidance sessions designed for SROs that may occur periodically during the school year during the SRO regular duty hours, so long as the scheduling of the summit and guidance sessions offered by the WCPSS do not conflict with assignments from the Agencies. Such guidance sessions shall be designed to provide resources to SROs on topics relevant to the School Resource Officer Program, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students. Repeated failure to attend the annual summit and any other WCPSS guidance sessions without a valid reason or proper notice may be grounds for the Superintendent to request removal of a SRO pursuant to Article VI herein. Other law enforcement officers who supervise SROs will be strongly encouraged to attend such sessions.
6. SRO Work Hours and Absences. The Agencies shall not utilize the SROs during the designated workday for duties other than set forth herein, except in emergency situations that necessitate removal of one or more SROs from their normal duties pursuant to this MOU. In the event a SRO is temporarily unavailable on campus due to training, illness, approved leave, court hearing, or other reasons, the Agency shall provide a replacement officer, whenever possible. The Agencies agree to use all reasonable efforts to prioritize the assignment of replacement officers at high school campus sites.

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7. Reporting. At least quarterly, each Agency agrees to provide to the WCPSS reports of the aggregated number of referrals (reported by race, gender, and school assignment) of WCPSS students by the SRO to the adult criminal justice system, juvenile petitions, teen court referrals, and/or referrals to the Campbell Law School mediation program.

Article III
Duties of the SRO

1. SRO Work Hours, Uniforms and Visibility on Campus. The SRO shall remain on the school grounds during normal school hours, except when necessary to attend to a law enforcement emergency, to attend any meetings or trainings described in this MOU, or on limited occasions to attend to official law enforcement business off-campus. With the exception of emergency situations out of the SRO's control, the SRO shall give the SRO supervisor and principal or designee reasonable advance notice of any times when the SRO is not expected to be on campus during normal school hours, and the Agency will provide replacement officers to the extent possible in accordance with Article II, Section 6, of this MOU. The SRO shall wear the official law enforcement uniform or other apparel issued by the Agency at all times while serving on WCBOE property and shall make best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur. The SRO shall, whenever possible and in accordance with guidance from the school principal or designee, participate in or attend school functions during the SRO's regular duty hours, in order to assure the peaceful operation of school-related programs. Security services for extracurricular activities held outside of school hours shall be addressed through a separate contract between the Board and each Agency for law enforcement officer services.
2. SRO Mentoring and Outreach. Each SRO shall conduct himself or herself as a role model at all times and in all facets of the job, shall seek to establish a strong rapport with staff, faculty, students, and others associated with the school; and shall encourage students to develop positive attitudes towards the school, education, law enforcement officers, and positive living in general.
- a. *Interaction with parent and faculty groups.* The SRO shall be strongly encouraged to attend meetings of parent and faculty groups to solicit their support and understanding of the School Resource Officer Program and to promote awareness of law enforcement functions during the SRO's regular duty hours.
- b. *Information on community resources.* The SRO shall be familiar with community agencies that offer assistance to youths and their families, including but not limited to mental health clinics and drug treatment centers, and shall provide information on such agencies to students, parents, and/or school administrators when appropriate. In addition, the SRO shall provide information to the school principal, students, and parents regarding additional resources offered by

community agencies or the Agencies providing afterschool and summer programs and opportunities for youth.

3. Law Enforcement Actions and Safety Interventions. The SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members within the school community, while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies. Use of force may be implemented pursuant to Agency procedures and protocol as well as applicable laws, if objectively reasonable based on the totality of the circumstances; however, in no event shall any use of force be excessive, arbitrary, or malicious. The SRO also shall, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of members of the school community.
- a. *Investigations and Arrests.* Criminal investigations and arrests by SROs will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests. The SRO shall promptly notify appropriate school authorities whenever a SRO questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate if such notification would endanger a student or compromise an ongoing criminal investigation. The appropriate school authorities shall promptly notify the parent(s) or guardian of any student suspected of criminal wrongdoing whenever a SRO questions of an investigative nature or takes any direct action against any student suspected of criminal wrongdoing. SROs and school administrators shall collaborate and determine how such notice should be given in each individual circumstance. SROs shall comply with Miranda and juvenile Miranda rules whenever applicable in the course of questioning individuals suspected of criminal wrongdoing. If a SRO questions, searches, or arrests a student at school, all reasonable efforts will be made to protect the student's privacy.
 - b. *Searches.* SROs shall be aware of and comply with all laws and standards regarding searches of persons and property while performing services pursuant to this MOU. In particular, SROs shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. At no time shall any SRO request that any WCPSS employee lead or conduct a search of a student for law enforcement purposes.

c. *Interrogations.* In cases where the parent(s) or guardian cannot be reached and any questioning of a student is conducted without parental notification, the school principal or designee must be present during the questioning unless the SRO directs otherwise for safety or investigative reasons. Presence of the principal/designee does not in any way impact the SRO's duty, if applicable in the situation, to comply with the student's Miranda or juvenile Miranda rights. At no time shall the SRO request that any WCPSS employee act as an agent of the SRO or law enforcement in any interrogation.

d. *Non-school investigations.* The SRO shall comply with WCBOE Policy 6605, Investigations and Arrests by Law Enforcement, regarding law enforcement investigations related to non-school matters. The SRO shall refrain from questioning students at school regarding non-school related matters unless the SRO has a warrant or unless questioning, searching or arresting a student on school property at that time is necessary, in the discretion of the SRO, for the success of a law enforcement investigation or to prevent injury or crime.

4. School Discipline. The school administrator shall be solely responsible for implementing the student Code of Conduct and discipline policies. The school administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules. The SRO should generally not have any further involvement in routine disciplinary matters, such as tardies, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behaviors and other similar minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the physical safety of staff, students, or others in the school environment.

a. *Searches.* The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless their assistance is requested by school personnel to maintain a safe and secure school environment.

b. *Interrogations.* The SRO will not be involved in questioning of students initiated and conducted by school personnel in disciplinary matters unless requested by the school personnel to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his or her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively question students.

5. Joint Law Enforcement and School Discipline Investigations. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g., when both the school administration and SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work

in tandem. In such events, the criminal investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing. The SRO shall also adhere to all appropriate laws and standards governing law enforcement investigations and not assume that laws and standards that govern school disciplinary investigations will also apply to him or her in the course of conducting a criminal investigation.

6. Confidentiality: Access to Student Records. The SRO shall comply with all applicable laws, regulations, and WCBOE policies, including but not limited to laws, regulations and policies regarding access to confidential student records, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The SRO may have access to confidential student records or to any personally identifiable information of any WCPSS student as defined in 34 CFR 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable WCBOE policies and procedures. SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:
- a. The SRO is acting as a "school official" (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, a SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or designee has requested the SRO's assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts.
 - b. The SRO has written consent from a parent or eligible student to review the records or information in question.
 - c. The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.
 - d. The disclosure is made pursuant to a valid subpoena or court order, provided that advance notice of compliance is provided to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.
 - e. The information disclosed is "directory information" as defined by WCBOE Policy 6300, and the parent or eligible student has not opted out of the disclosure of directory information.
 - f. The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable WCPSS policies and procedures.

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7. Communication between SROs and Principals. The SRO is expected to meet with the school principal and members of the administrative team designated by the principal on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.
 8. Development of School Safety Plans. The SRO shall report any safety concerns to the school principal and or designee and shall confer with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The school principal will contact any other school system personnel who should be involved in these discussions.
 9. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The SRO shall attend all orientations, meetings, summits, and information and guidance sessions scheduled during the SRO's regular duty hours as requested by the Agency and/or WCPSS in accordance with Article II, Paragraph 5 herein.

Article IV
Duties of the WCBOE and the WCPSS

1. Provision of Office Space and Access to School Community.
The WCBOE, Superintendent, and school principals agree to provide to each full-time SRO:
 - a. Access to suitable accommodations at the school, which shall include a lockable room with limited access, telephone, desk, chair, computer and filing cabinet;
 - b. A radio for use on campus;
 - c. Keys to the assigned school; and
 - d. Reasonable opportunity to address students, teachers, school administrators, and parents about criminal justice, safety, and security issues relating to school-aged students.
 2. Referrals to the SRO. Maintaining order in the school environment and investigating and responding to school discipline matters shall be the responsibility of the school administration. School administrators are expected to adhere to the student discipline procedures outlined in applicable state and federal law and Board policies. WCPSS shall refrain from involving the SRO in the response to student disciplinary incidents and the enforcement of disciplinary rules that do not constitute violations of law, except when necessary to support staff in maintaining a safe school environment. WCPSS shall provide training to school administrators regarding the role of the SRO and the appropriate involvement of the SRO in student matters that pose a threat to the safe school environment, at least on an annual basis. Such trainings shall include information on how to distinguish between disciplinary infractions appropriately handled by school officials versus threats to school safety that warrant a referral to law enforcement.
 3. Communication between SROs and Principals. School principals are expected to meet with SROs on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities. The WCBOE authorizes principals to report any
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crimes that occur on campus to the assigned SRO in compliance with all applicable state laws and WCBOE policies that require school officials to report criminal acts occurring on school grounds to law enforcement.

4. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The WCPSS shall coordinate an orientation for SROs to discuss an overview of the School Resource Officer Program and review WCPSS policies and procedures. The WCPSS also shall host, in collaboration with the Agencies, an annual summit of SROs and school administrators to discuss issues relevant to the School Resource Officer Program and operations. At least one administrator from each school with an assigned SRO shall attend the summit. In addition, the WCPSS shall offer additional guidance sessions and resources to SROs on topics relevant to the School Resource Officer Program that may occur periodically during the school year, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students.
5. Data Collection and Reporting. The WCPSS, working in conjunction with SROs, shall maintain data listed in Article II, Section 7 herein and other data on school-based discipline referrals that result in involvement with a SRO and/or law enforcement and review such data on an annual basis, including but not limited to the following information:
- a. The name of the staff member making the referral;
 - b. Detailed information to explain the circumstances that led to the referral, including a description of the conduct and the setting;
 - c. The name of the SRO or other law enforcement involved and any actions taken in the response to the incident;
 - d. Names and roles of school staff members involved in the response to the incident;
 - e. The date of the referral;
 - f. The name, race, ethnicity, sex, age, disability status, English Language Learner (ELL) status, and grade level of the student(s) being referred and all other students involved in the incident;
 - g. Whether the referral to law enforcement was mandatory under G.S. 115C-288(g); and
 - h. Whether the school administrator had knowledge whether the student was questioned, searched, or arrested on campus by law enforcement as a result of the incident.

In addition, principals are expected to maintain documentation of all notifications received pursuant to G.S. 7B-3101 regarding juveniles who are alleged or found to be delinquent and shall preserve the confidentiality of such documentation in accordance with G.S. 115C-404.

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6. Review of SRO Program. The Superintendent or his/her designee shall collect feedback from principals at least annually regarding the SRO program and provide feedback to each Agency regarding the SRO program and the performance of SROs on an annual basis.

Article V

Financing the School Resource Officer Program

The WCBOE agrees to enter into a separate service contract with the governing body of each individual Agency to address the assignment of SROs to specific WCPSS schools and payment for SRO services during each fiscal year. The terms of any separate service contract shall not be inconsistent with the terms of this MOU. In the event of any conflict between any separate service contract regarding SRO services and the terms of this MOU, the terms of this MOU shall prevail, except that the service contract will prevail only with respect to the issue of payment for SRO services. Notwithstanding the foregoing, continuation of the School Resource Officer Program shall be contingent upon available funding from the WCPSS and the Agencies.

Article VI

Employment Status of School Resource Officers; Suspension or Reassignment

Each individual SRO shall remain an employee of his or her respective assigning Agency, and shall not be an employee of the WCBOE. Each Agency shall provide their SROs with the same type benefits, equipment, supplies, and training as that provided to their regularly employed law enforcement officers.

If, in the discretion of the school principal or WCPSS Senior Director of Security, a SRO is not effectively performing his or her duties or responsibilities, and/or receives a complaint from a staff member, student or parent about actions of the SRO, the principal or Senior Director should report concerns to the SRO supervisor to address the performance concerns. In the event concerns continue or persist, the principal or Senior Director shall recommend to the Superintendent that the SRO be removed from the program and shall state the reasons in writing. After receiving the recommendation from the principal or Senior Director, the Superintendent or his/her designee, if s/he agrees, shall advise the individual Agency of the request. The Agency shall contact the Superintendent or his/her designee and shall agree to remove the SRO from serving WCPSS if, upon review by the Agency, there is verifiable, documented evidence of ongoing performance issues that have persisted despite the SRO being provided notice and an opportunity to improve.

In addition, if the principal or the WCPSS Senior Director of Security documents SRO misconduct that threatens the health or safety of students or staff, the WCPSS will immediately notify the SRO supervisor and provide copies of such documentation, and the Agency shall promptly remove the SRO from serving WCPSS until the completion of an internal investigation completed by the Agency as to the misconduct.

In the event of the resignation, dismissal, removal or reassignment of a SRO, the responsible Agency shall provide a replacement for the SRO within a reasonable period of time, to be discussed between the parties when a vacancy occurs. During such interim period, as much as reasonably possibly, the Agency shall assign an alternate law enforcement officer temporarily to carry out the duties of the SRO until a replacement can be secured. The Agencies agree to use all reasonable efforts to prioritize the assignment of replacement officers at high school campus sites.

Notwithstanding the foregoing, nothing in this MOU shall prohibit the Superintendent from preventing the access of any individual, including any assigned SRO, to WCBOE property if the Superintendent determines it is in the best interest of the health and safety of WCPSS students. Likewise, the Agency reserves the right to suspend a SRO from duty with the WCPSS. During any period of suspension under this section, the Agency shall provide a replacement SRO pursuant to Article II, Section 6 herein.

Article VII

Term and Termination of MOU

The term of this MOU shall begin on July 1, 2014 and end on June 30, 2017, unless terminated earlier as provided herein. However, the parties shall review the terms of this MOU at least annually and may amend it at any time in writing and by mutual agreement.

Any party's participation in this MOU may be terminated by that party, with or without cause, upon ninety (90) days written notice to the other parties.

Article VIII

Notice

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

If to WCBOE:

Wake County Public School System
Attn: Superintendent
5625 Dillard Drive
Cary, NC 27518

If to Agencies:

Wake County Sheriff's Office
Attn: Sheriff
330 S. Salisbury Street
Raleigh, NC 27602

Cary Police Department
Attn: Chief
P.O. Box 8005
Cary, NC 27512

Garner Police Department
Attn: Chief
900 7th Avenue
Garner, NC 27529

Knightdale Police Department
Attn: Chief
950 Steeple Square Court
Knightdale, NC 27545

Rolesville Police Department
Attn: Chief
105 W Young Street
Rolesville, NC 27571

Wake Tech Campus Police Department
Attn: Chief
9101 Fayetteville Road
Raleigh, NC 27603

Fuquay-Varina Police Department
Attn: Chief
401 Old Honeycutt Road
Fuquay-Varina, NC 27526

Holly Springs Police Department
Attn: Chief
P.O. Box 8
Holly Springs, NC 27540

Raleigh Police Department
Attn: Chief
P.O. Box 590
Raleigh, NC 27602

Wake Forest Police Department
Attn: Chief
225 South Taylor
Wake Forest, NC 27587

Article IX
Miscellaneous Provisions

1. Sex Offender Registry Checks. The parties acknowledge that the requirements of G.S. 115C-332.1 apply to this MOU. Each Agency shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Each Agency certifies that no individual may provide services to WCBOE under this MOU if he/she appears on any of the sex offender registries.
2. Relationship of Parties. The Agencies and the WCBOE shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or

principals of any other party hereto. Each Agency maintains control over its personnel and any employment rights of personnel assigned under this MOU shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.

3. Governing Law; Venue. This MOU shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Wake County, North Carolina.
4. Amendments and Modifications; Additional Policies and Procedures. This MOU may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOU. Notwithstanding the foregoing, the parties may develop additional policies and procedures by consent to implement this MOU, including but not limited to policies and procedures regarding reporting requirements and sharing information between WCPSS and the Agencies. Further, each party may develop internal policies and procedures to implement their respective obligations under this MOU.
5. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this MOU.
6. Severability. In the event that any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
7. Third Party Benefits. The services provided by the Agencies pursuant to this MOU shall not violate or in any way infringe on the rights of any third parties; provided, however, that nothing in this MOU shall be construed to create any right or remedy on the part of third parties.
8. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

<Remainder of page intentionally left blank. Signatures follow.>



WAKE COUNTY BOARD OF EDUCATION
WORK SESSION MINUTES
June 3, 2014

Board Members Present: Christine Kushner, Chair
Tom Benton, Vice Chair
Monika Johnson-Hostler
Kevin L. Hill
Keith Sutton
Jim Martin
Zora Felton
Susan P. Evans
Bill Fletcher

Staff Members Present: Jim Merrill, Superintendent
Marvin Connelly
Cathy Moore
David Neter
Tim Simmons
Karen Hamilton
Todd Wirt
Joe Desomeaux
Brad McMillen
Darryl Hill
Matt Lenard

Board Attorney Present: Jonathan Blumberg

Chairwoman Kushner called the Work Session to order at 3:33 p.m. and made general comments.

Student Assignment Seminar Series 3 – Continuation from May 1, 2014

Cathy Moore, Deputy Superintendent for School Performance led the discussion by reviewing the four pillars of Board Policy 6200 and the factors. The pillars include stability, proximity, operational efficiency, and student achievement.

Ms. Moore began shared the process of using multiple factors to prioritize school needs. The process uses student achievement as a primary driver while acknowledging and using other factors that impact schools. The process allows staff to use a more targeted and focus lens to align resources with the strategic plan goals and within schools with identified needs. It also provides the opportunity to target district resources better, to provide data for program or resource expansion or allocation, and to support performance management and accountability.

Ms. Moore also reviewed how staff generates school lists using the multiple factors.

Ms. Moore then reviewed the student achievement pillar within Board Policy 6200. Performance data was reviewed which consisted of WCPSS 2013-2014 proficiency averages by level.

- Elementary School Proficiency Data Range – 22.9% - 86.8%
 - 19 schools below 40% proficient
 - 71 schools between 40% and 70% proficient
 - 14 schools above 70% proficient
- Middle School Proficiency Data Range – 28.7% - 83%
 - 8 schools below 40%
 - 20 schools between 40% and 70%
 - 5 schools above 70%
- High School Proficiency Data Range – 24.1% - 81%
 - 5 schools below 40%
 - 15 schools between 40% and 70%
 - 5 schools above 70%

Staff is reviewing the needs of low performing schools using the Multiple Factors Indices. During the assignment planning process, staff will review all four pillars to determine how redistricting can support proximity, stability, operational efficiency, and student achievement.

Staff will review and incorporate into the student assignment plan needs based upon;

- Opening of new schools,
- Changes in school calendars,
- Calendar alignment,
- Proximity,
- Overcrowded/under-enrolled schools,
- Transportation efficiencies,
- Magnet/base ratio data, and
- Multiple factors indices

Board members asked clarifying questions and made comments regarding the performance data, differentiated resources, broad investigation of the data, programming, capacity in the magnet system, diversity and how it is being defined, bussing, and teacher capacity.

Security Funding Update

Joe Desormeaux, Assistant Superintendent of Facilities shared that the Board previously approved a resolution for appropriation of security funding from CIP 2013 in the amount of \$7,429,735. . The security funds will be used to provide front door camera/buzzer systems and card access on up to 8 doors at elementary schools. All schools will be brought up to the minimum standard number of security cameras. Mr. Desormeaux stated that the first reading of the appropriation request is scheduled to be heard by the Board of Commissioners on June 16, 2014.

2014 N.C. Teacher Working Conditions Survey Results

Brad McMillen, Assistant Superintendent for Data and Accountability shared that the Teacher Working Conditions Survey is administered in even-numbered years; approximately 98% of North Carolina schools participated in 2014. The survey measures eight specific areas of teacher satisfaction;

- Time,
- Facilities & resources,
- Community support,
- Managing student conduct,

- School leadership,
- Teacher leadership,
- Professional development, and
- Instructional practices and support

Wake County had an 89% participation rate in 2014 with over 9,000 teachers represented. Dr. McMillen shared that the overall satisfaction remains around 85% in Wake County. Data and trends from the survey were shared with Board members comparing 2010 to 2012 responses with 2012-2014 responses.

Board members inquired as to what the district does with the data. Cathy Moore, Deputy Superintendent for School Performance shared that every principal will work with their area superintendent and their school improvement team to review the results of the survey and dig deeper into their school to address the items. The information is also reviewed at the district level.

Board members shared comments regarding the data presented and shared comments regarding the Teacher Working Conditions survey.

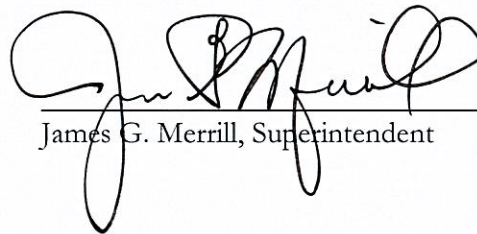
With no further business for the work session, Jim Martin made a motion to go into Closed Session at 5:01 p.m. to consider confidential personnel information protected under G.S. 143-318.11 (a)(6) and 115C-319, to consult with the Board of Education attorney and to preserve the attorney-client privilege as provided in G.S. 143-318.11(a)(3), to establish or give instructions concerning the Board's negotiating position related to a potential acquisition of real property, as provided in G.S. 143-318.11 (a)(5), to consider confidential student information protected under G.S. 115C-402 and the Family Educational and Privacy Rights Act, 20 U.S.C. 1232g, and to consider school safety components of the school improvement plans under N.C.G.S. 143-318.11(a)(8). The motion was seconded by Bill Fletcher and unanimously approved.

The Work Session adjourned at 5: 03p.m.

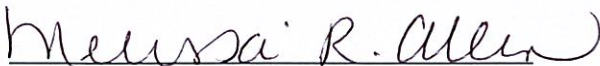
Respectfully submitted,



Christine Kushner, Board Chair



James G. Merrill, Superintendent



Melissa R. Allen, Recording Secretary



WAKE COUNTY BOARD OF EDUCATION

June 17, 2014

.....
Board of Education Work Session – 3:30 P.M.

Board Quarterly Forecast

Updated Elementary Circle Map

Overview of Strategic Plan Focus Group Session Results and Emerging Themes

Update on 2014-15 Operating Budget
.....

OPEN SESSION - 5:30 P.M.

1. CALL TO ORDER

2. QUORUM DETERMINATION

3. PLEDGE OF ALLEGIANCE

4. INFORMATION

Chair's Comments

Superintendent's Comments

Board Members' Comments

5. APPROVAL OF THE MEETING AGENDA

PUBLIC COMMENT 6 P.M.

Citizens who sign up to address the Board during public comment will be called on in priority order first for items on the agenda and then for items not on the agenda. Each individual speaker will be allowed three minutes for remarks. Issues or concerns involving personnel matters are not appropriate for this public comment setting. After 30 minutes of public comment, any speakers remaining will be recognized at the end of the agenda for their comments.

RECOGNITION

SCHOOL PERFORMANCE

6. RECOGNITION OF THE SPRING SPORTS SEASON ATHLETIC TEAM STATE CHAMPIONS

The North Carolina High School Athletic Association (NCHSAA) recognizes athletic accomplishments by providing state championships in 23 sports throughout the school year. Several other areas of sport competition also award state championships. The spring sports season is complete, and Wake County schools have received the following state championships.

They are:

➤ Broughton High School Boys' Golf won the NCHSAA State Championship.

➤ Wakefield High School Boys' Tennis won the NCHSAA State Championship.

Fiscal Implications: N/A. Savings: N/A. Recommendation for Action/Next Steps: For recognition only.

CONSENT ITEMS

APPROVAL OF MEETING MINUTES

- 7. March 18, 2014 - Board of Education Meeting Minutes
- April 8, 2014 - Board of Education Work Session Meeting Minutes
- April 8, 2014 - Board of Education Meeting Minutes
- May 14, 2014 - Facilities Committee Meeting Minutes

FINANCE

8. OASYS CONSULTING, INC. PROFESSIONAL SERVICES AGREEMENT

A contract is being offered to a contractor currently providing development services to Student Information Systems under another vendor. By going direct, this individual will charge a lower hourly rate than is currently being paid. A one-year contract will be executed July 1, 2014 with the option for renewal of up to two consecutive one-year terms. Services will be invoiced monthly for actual hours provided. Fiscal Implications: Total amount of contract is \$150,000.00. Funding is identified and planned for in the Technology Services 2014-15 operating budget. Savings: By going direct with vendor, district will save \$37,200.00 annually in comparison to current rate. Recommendation for Action / Next Steps: Staff is requesting Board approval of contract.

9. RENEWAL OF BLACKBOARD, INC. LICENSES

Blackboard is an online learning tool utilized in the district since 2002. Teachers use Blackboard to deliver online tests and quizzes, assign homework, and as a parent communication tool. Blackboard is also utilized by central services departments to relay information to staff members or across the district to certain user groups. Mobile Learn is a module added in September 2012 that allows users to access Blackboard via mobile devices. Licenses are renewed on an annual basis and renewal is co-termed with fiscal year. Fiscal Implications: Total amount to renew all licenses is \$117,165.50. Funding is identified and planned for in the PRC 15 State Technology Fund. Savings: Not applicable. Recommendation for Action / Next Steps: Staff is requesting Board approval of renewal.

10. VOLUNTARY STUDENT & ATHLETIC INSURANCE

The Wake County Public School System has maintained Voluntary Student Accident Insurance, High School Athletic Accident Insurance, Middle School Catastrophic Accident Insurance, Adult Volunteers, and Blanket Overnight Field Trips to manage the risk of potential losses. WCPSS bids High School Athletic and Voluntary Student Accident Insurance as a package to minimize cost to the school system and the parents. Staff released Request for Proposals and received bids from four providers. A three member team evaluated the bids and recommended the Young Group's proposal for 2014-2015, the lowest of all bids, at a cost of \$122,448. This is the first year of a three year proposal. Fiscal Implications: Funds are available in the 2014-2015 Risk Management Budget. Savings: N/A. Recommendation for Action / Next Steps: Board approval is requested.

11. TUITION FEE FOR NON-RESIDENT STUDENTS FOR 2014-15

Tuition for non-resident students for the 2013-14 school year was set at \$2,596.90. The staff of the Office of Student Assignment recommends that the tuition fee for non-resident students for the 2014-15 school year be set at \$2,564.38. The recommended fee, as calculated by the Accounting Department, is based on the 2013-14 county appropriation for current expense, capital outlay and capital improvement. There were four seniors paying for the full year and two

seniors who paid for two quarters. Fiscal Implications: Fees collected will go into the general fund. Savings: N/A. Recommendation for Action / Next Steps: Staff is requesting Board approval.

12. ALVES EDUCATIONAL CONSULTANTS GROUP CONTRACT EXTENSION

Alves Educational Consultants Group, Ltd., provides application software and related support services to the WCPSS Office of Student Assignment. A contract extension in the amount of \$250,000 is now being requested to extend the contract through the 2014-15 school year. There is no change to the fee structure for software and services, which is not to exceed \$20,000 per month, and with any travel expenses billed in addition to the monthly fee, not to exceed \$10,000. Fiscal Implications: Funding is available. Savings: N/A. Recommendation for Action / Next Steps: Staff is requesting Board approval

13. CONTRACT EXTENSION FOR GRAPHIC INFORMATION SOFTWARE (GIS) SUPPORT SERVICES

WebInsights, Inc. provides technical support for subdivision and apartment maintenance, street centerline and address maintenance, student geo-coding, street network analysis, reassignment and attendance area maintenance, growth calculations, appeal hearing scheduler, East Wake High School (EWHS) small school choice selection, address lookup utility, parcel based assignment planning and management of the parcel database. A contract extension in the amount of \$120,000 is now being requested to extend the contract through the 2014-15 school year. There is no change to the fee structure for software and services, which is not to exceed \$10,000 per month. Fiscal Implications: Funding is available. Savings: N/A. Recommendation for Action / Next Steps: Staff is requesting Board approval

14. PROFESSIONAL MAIL SERVICES, INC. SERVICE CONTRACT

This contract will continue to provide mail presort services for the Wake County Public School System by Professional Mail Services, Inc. Professional Mail Services, Inc. processes outgoing US mail for Wake County Public School System including all schools and central services departments. Fiscal Implications: Funding of \$495,000.00 is available for the next three years at a spending rate of \$165,000.00 annually through the mailroom budget. Savings: \$255,000.00 savings over a three year period. Recommendation for Action / Next Steps: Board approval is requested.

15. EXCEPTIONAL CHILDREN'S TRANSPORTATION CONTRACTS 2014-2015

The Transportation department has negotiated with seven (7) vendors to provide transportation for our exceptional children for the fiscal year 2014-2015. The sum of the seven (7) contracts is \$12,127,224. Fiscal Implications: Funding is available in the 2014-2015 budget as approved by the Board of Education. Savings: N/A. Recommendation for Action / Next Steps: Board Approval is requested.

FACILITIES

16. LEASE AGREEMENT: MODULAR SPACE CORPORATION ANNUAL LEASE

Staff recommends approval of a lease payment to Modular Space Corporation, totaling \$236,904 for the July 1, 2014 through June 30, 2015 fiscal year, in accordance with the Master Lease Agreement approved by the Board of Education on March 6, 2012. The lease payments are for 79 existing buildings at 31 campuses, which provide 83 classrooms for 1,970 students. This is in accordance with the attached modular master plan. Fiscal Implications: Funding is included in

the 2014-2015 operating budget request. Savings: Not applicable. Recommendation for Action / Next Steps: Board approval is requested.

17. LEASE AGREEMENT: M SPACE HOLDINGS ANNUAL LEASE

Staff recommends approval of a lease payment to M Space Holdings, LLC, in the amount of \$146,340 for the July 1, 2014 through June 30, 2015 fiscal year, in accordance with the Master Lease Agreement approved by the Board of Education on March 6, 2012. The lease payments are for 3 existing buildings at 3 campuses, which provide 24 classrooms for 576 students. This is in accordance with the attached modular master plan. Fiscal Implications: Funding is included in the 2014-2015 operating budget request. Savings: Not applicable. Recommendation for Action / Next Steps: Board approval is requested.

18. LEASE AGREEMENT: VANGUARD MODULAR ANNUAL LEASE

Staff recommends approval of a lease payment to Vanguard Modular Building Systems, LLC, in the amount of \$673,296 for the period July 1, 2014 through June 30, 2015 fiscal year, in accordance with the Master Lease Agreement approved by the Board of Education on March 6, 2012. The lease payments are for 16 existing buildings at 12 campuses, which provide 102 classrooms for 2,458 students. This is in accordance with the attached modular master plan. Fiscal Implications: Funding is included in the 2014-2015 operating budget request. Savings: Not applicable. Recommendation for Action / Next Steps: Board approval is requested.

19. DESIGN CHANGE ORDER NO. 5: PINE HOLLOW MIDDLE (M-8)

Board approval is requested for Change Order No. 5 to Ratio Architects, Inc. for the design of Pine Hollow Middle School. This change order, in the amount of \$521,137, is to fully fund the design consultant agreement to include the Construction Administration and Final Completion Phases for the project. The contract had not previously been fully funded due to limited project funds. Pine Hollow Middle is scheduled to open for the 16-17 school year. Fiscal Implications: Funding in the amount of \$4,608,000 is currently available. The proposed project budget is \$41,061,366, of which \$36,713,366 will be from CIP 2013, \$1,200,000 from CIP 2006, \$348,000 from CIP 2006 Offsite (Public) Improvements, and \$2,800,000 (estimated) from CIP 2013 Offsite (Public) Improvements. The remainder of the funding will be provided after the sale of CIP 2013 bonds by the County in August. Savings: None. Recommendation for Action / Next Steps: Board approval is requested.

20. CHANGE ORDER NO. 5: RESEALING HARDWOOD FLOORS

This change order, in the amount of \$19,928.86, will apply community use funding to accomplish additional hardwood floor resealing. Resealing hardwood floors on a regular basis is necessary to maintain a surface that is safe and competitive. Fiscal Implications: Funding is available in the 2013-2014 operating budget. Savings: None. Recommendation for Action / Next Steps: Board approval is requested.

21. BIDS: BOILER REPLACEMENT (DANIELS MIDDLE)

Bids were received on June 5, 2014 for the boiler replacements at Daniels Middle School. This project will replace the existing boilers and control equipment for the heating system. Staff and Dewberry Engineers Inc., recommend award of the single-prime contract to Southern Piping Company, in the amount of \$125,000. Fiscal Implications: Funding is available from the total project budget of \$66,978,887 for CIP 2006 Life-Cycle Replacement of Building Components. Savings: None. Recommendation for Action / Next Steps: Board approval is requested.

22. MAINTENANCE AND OPERATIONS DEPARTMENT JOB ORDER CONTRACTS AND SERVICE AGREEMENTS

Annual Maintenance & Operations department Job Order Contracts and Service Agreements are being generated. A Job Order Contract (JOC) is for construction or repair with indefinite demand or quantity. A Service Agreement (SA) is for services other than construction or repair. Some of these were bid and some are renewals as indicated on the attachment. The total award is \$1,874,000 for the JOCs and \$6,775,928 for the SAs. Staff recommends award of the attached list with terms of July 1, 2014 to July 31, 2015. The 13 month duration is to ensure an overlap in agreements while contracts and funding are being put into place at the beginning of the 2015 2016 fiscal year. Fiscal Implications: Funding is included in the 2014-2015 operating budget request. Savings: Not applicable. Recommendation for Action / Next Steps: Board approval is requested.

23. GUARANTEED MAXIMUM PRICE (GMP) NO. 1: ABBOTTS CREEK ELEMENTARY (E-20)

Board approval is requested for GMP No. 1 to Barnhill Contracting Company for their Construction Management at Risk contract for the construction of Abbotts Creek Elementary. For these contracts, GMP's are established by the use of change orders since the original contract with the Construction Manager is for pre-construction services only. Change order No 3, in the amount of \$1,374,594, is to establish a GMP for early construction packages for this project. CIP 2013 was planned to have early funding for this in order to allow construction to proceed prior to the remainder of the project funding being provided after the bond sale by the County in August. A future GMP amendment will be brought to the September 16, 2014 Board meeting to establish the GMP for the total school project. Abbotts Creek Elementary is scheduled to open for the 2015-16 school year. Fiscal Implications: Funding in the amount of \$4,217,100 is currently available. The proposed project budget is \$24,431,241, of which \$19,023,841 will be from CIP 2013, \$3,107,400 from CIP 2006, \$1,400,000 (estimated) from CIP 2006 Offsite (Public) Improvements, and \$900,000 (estimated) from CIP 2013 Offsite (Public) Improvements. The remainder of the funding will be provided after the sale of CIP 2013 bonds by the County in August. Savings: None. Recommendation for Action / Next Steps: Board approval is requested.

24. GUARANTEED MAXIMUM PRICE (GMP) NO. 1: SCOTTS RIDGE ELEMENTARY (E-32)

Board approval is requested for GMP No. 1 to Gilbane Building Company for their Construction Management at Risk contract for the construction of Scotts Ridge Elementary. For these contracts, GMP's are established by the use of change orders since the original contract with the Construction Manager is for pre-construction services only. Change order No. 1, in the amount of \$1,375,000, is to establish a GMP for early construction packages for this project. CIP 2013 was planned to have early funding for this in order to allow construction to proceed prior to the remainder of the project funding being provided after the bond sale by the County in August. A future GMP amendment will be brought to the September 16, 2014 Board meeting to establish the GMP for the total school project. Scotts Ridge Elementary is scheduled to open for the 2015-16 school year. Fiscal Implications: Funding in the amount of \$2,757,287 is currently available. The proposed project budget is \$23,903,459, of which \$21,446,172 will be from CIP 2013, \$705,937 from CIP 2006, \$206,350 from CIP 2006 Offsite (Public) Improvements, \$1,200,000 (estimated) from CIP 2013 Offsite (Public) Improvements, and \$345,000 from the Turnpike Authority condemnation settlement. The remainder of the funding

will be provided after the sale of CIP 2013 bonds by the County in August. Savings: None. Recommendation for Action / Next Steps: Board approval is requested.

25. GUARANTEED MAXIMUM PRICE (GMP) NO. 1: SOUTH GARNER HIGH (H-8)

Board approval is requested for GMP No. 1 to Barnhill Contracting Company for their Construction Management at Risk contract for the construction of South Garner High. For these contracts, GMP's are established by the use of change orders since the original contract with the Construction Manager is for pre-construction services only. Change order No. 1, in the amount of \$3,199,568, is to establish a GMP for early construction packages for this project. CIP 2013 was planned to have early funding for this in order to allow construction to proceed prior to the remainder of the project funding being provided after the bond sale by the County in August. A future GMP amendment will be brought to the September 16, 2014 Board meeting to establish the GMP for the total school project. South Garner High is scheduled to open for the 2016-17 school year. Fiscal Implications: Funding in the amount of \$7,643,604 is currently available. The proposed project budget is \$75,372,975, of which \$66,129,371 will be from CIP 2013, \$3,213,934 from CIP 2006, \$429,670 from CIP 2006 Offsite (Public) Improvements, and \$5,600,000 (estimated) from CIP 2013 Offsite (Public) Improvements. The remainder of the funding will be provided after the sale of CIP 2013 bonds by the County in August. Savings: None. Recommendation for Action / Next Steps: Board approval is requested.

SCHOOL PERFORMANCE

26. GLOBAL TRANSLATION SYSTEMS II, INC.

Wake County Public School System is contracting with Global Translation Systems II, Inc. to provide interpretation and translation services for Limited English Proficient parents to facilitate their involvement in the education of their children per the district's Language Assistance Plan. Fiscal Implications: Funding in the Special Education Services' budget in the amount of \$300,000 is to be used to pay the cost of these services. Savings: Not Applicable. Recommendation for Action / Next Steps: Board approval is requested.

27. GRANT PROPOSALS

- Collaborative (#20714): US Department of Education, International and Foreign Language Education Office, Fulbright-Hays Group Projects Abroad (GPA) Program / Central Services.
- Collaborative (#20814): GlaxoSmithKline, Corporate Grants / Central Services.
- Competitive (#20914): US Department of Education, School Climate Transformation Grant / Central Services.
- Collaborative (#21014): US Department of Education, Jacob K. Javits Gifted and Talented Students Education Program / Central Services.
- Collaborative (#21114): US Department of Education, Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) Grant / Central Services.
- Competitive (#21214): Holly Springs Arts Council (HSAC), pARTnership Program Grant / Individual Schools.

Fiscal Implications: Any required cash and/or in-kind matching contributions vary by grant program. Savings: Grant funding supplements existing resources. Recommendation for Action / Next Steps: Staff is requesting Board approval.

28. HILLTOP HOME – COMMUNITY RESIDENTIAL CENTER

Hilltop Home, a Community Residential Center, provides Special Education and related services to students with special needs. Fiscal Implications: The State of North Carolina provides categorical monies totaling \$16,379 per child, per year, for children ages three (3) through twenty-one (21) served in community residential centers. In addition, each year, the state provides \$50.00 per child per year to help provide needed supplies and materials. Funding from the state in the amount of \$361,438 (or approved state Community Residential rate) is to be used for these services. The total amount of the contract is \$361,438. Savings: Not Applicable.

Recommendation for Action / Next Steps: Board approval is requested.

29. THE CHESHIRE CENTER

Wake County Public Schools Special Education Services is contracting with The Cheshire Center to provide speech/language therapy services for vacant positions and for staff on leave. Fiscal

Implications: Funding in the Special Education Services' budget in the amount of \$455,520 is to be used to pay the cost of these services. Savings: Not Applicable. Recommendation for Action /

Next Steps: Board approval is requested.

30. TLC OPERATIONS, INC. – COMMUNITY RESIDENTIAL CENTER

The Tammy Lynn Center, a Community Residential Center, provides Special Education and related services to students with special needs. Fiscal Implications: The State of North Carolina provides

categorical monies totaling \$16,379 per child, per year, for children ages three (3) through twenty one (21) served in community residential centers. In addition, each year, the state provides \$50.00 per child per year to help provide needed supplies and materials. Funding from the state in the amount of \$213,577 (or approved state Community Residential rate) is to be used for these services.

The total amount of the contract is \$213,577. Savings:

Not Applicable. Recommendation for Action / Next Steps: Board approval is requested.

HUMAN RESOURCES

31. RECOMMENDATION FOR EMPLOYMENT

- 1. Professional
- 2. Support

32. REQUEST FOR LEAVE(S)

BOARD

33. BOARD ADVISORY COUNCIL NOMINATIONS

This represents new nominations to the Board Advisory Councils. The nomination forms are attached for the Board's review and consideration. Fiscal Implications: N/A. Savings: N/A.

Recommendation for Action/ Next Steps: Board approval is requested.

34. APPOINTMENT TO WAKE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES

In accordance with N.C. General Statute 115D-12, the Board of Education appoints four of the trustees on the Wake Technical Community College Board of Trustees. Terms are for four years and are staggered. The term for Andy Penry will expire in June 2018. Attached is a spreadsheet showing the current appointees of the Board of Education as well as a biographical profile for Andy Penry, who is being considered for appointment by the Board. Fiscal Implications: None. Savings: N/A. Recommendation for Action / Next Steps: Board approval is requested.

CHIEF OF STAFF

35. ALLIED BARTON SECURITY SERVICES CONTRACT FOR 2014-2016

Board approval is requested for contracted security services. These services include staffing for the Alarm Monitoring Center, night patrol, administration buildings and school campuses. Staff recommends that Allied Barton Security Services be awarded the contract for the 2014-2015 and 2015-2016 school years. The annual cost of this contract is approximately \$1,480,000.00. The rates will remain the same for the next two years. Fiscal Implications: Funds are available through the Security Department budget in the amount of \$1,480,000.00. Savings: None. Recommendation for Action / Next Steps: Board approval is requested.

36. CONTRACT WITH CITY OF RALEIGH FOR SCHOOL RESOURCE OFFICERS FOR 2014-2015

This contract will provide school resource officers for the following high schools:

Athens Drive High School	Longview/Phillips High School	Sanderson High School
Broughton High School	Leesville Road High School	Southeast Raleigh High School
Enloe High School	Millbrook High School	Wakefield High School

Fiscal Implications: Funding for this contract, in the amount of \$340,542.00 (\$37,838.00 per SRO) is available through At-risk-Fund 69 for the 2014-2015 school year. Savings: N/A. Recommendation for Action / Next Steps: Board approval is requested.

37. CONTRACT WITH THE TOWN OF CARY FOR SCHOOL RESOURCE OFFICERS FOR 2014-2015

This contract will provide school resource officers for the following high schools:

Cary High School	Green Hope High School
Middle Creek High School	Panther Creek High School

Fiscal Implications: Funding for this contract, in the amount of \$151,352.00 (\$37,838.00 per SRO) is available through At-Risk-Fund 69 for the 2014-2015 school year. Savings: N/A. Recommendation for Action / Next Steps: Board approval is requested.

ACTION ITEMS

FINANCE

38. APPROVAL OF AN INTERIM BUDGET RESOLUTION FOR 2014-2015

The adoption of a budget resolution will be delayed until after July 1, 2014. The board must approve an interim budget resolution in accordance with General Statute § 115C 434. Fiscal Implications: In accordance with § 115C 434, the Board of Education must approve an interim budget resolution for the purpose of paying salaries and the usual ordinary expenses of the school system for the interval between the beginning of the fiscal year and the adoption of the budget resolution. Interim appropriations so made and expended will be charged to the proper appropriations in the budget resolution. Savings: N/A. Recommendation for Action / Next Steps: To approve an interim budget resolution for the purpose of paying salaries and the usual ordinary expenses of the school system for the interval between the beginning of the fiscal year and the adoption of the budget resolution. Interim appropriations so made and expended will be charged to the proper appropriations in the budget resolution.

SCHOOL PERFORMANCE

39. BOARD POLICY 5510: HOMEWORK

Revised; First Reading.

The Board of Education believes that homework is an important part of the educational program for students in the Wake County Public School System and should be assigned on a regular basis. Homework guidelines will be developed by the school and incorporated into each school-based grading plan. The Homework Policy has been reviewed twice by the Superintendent's Leadership Team and has been reviewed and motioned to the full board by the Policy Committee on May 27, 2014. Fiscal Implications: N/A. Savings: N/A. Recommendation for Action / Next Steps: Board approval is requested.

DATA, RESEARCH, & ACCOUNTABILITY

40. BOARD POLICY 2550: RESEARCH

Revised; First Reading

Policy 2550 (Research) is being modified to provide a definition of research and to assign responsibility for the external research review process to the department of Data, Research, and Accountability. Fiscal Implications: N/A. Savings: N/A. Recommendation for Action / Next Steps: Board approval is requested.

CHIEF OF STAFF

41. SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

The district has had a collaborative School Resource Office Memorandum of Understanding since 2009, with a date of expiration of 2014. The district has recently received community feedback about the School Resource Officer Program and the components in this MOU. Staff has collaborated with all law enforcement jurisdictions in the development of this MOU. Fiscal Implications: None. Savings: None. Recommendation for Action / Next Steps: Board approval is requested.

CLOSED SESSION

- To consider confidential personnel information protected under G.S. 143-318.11 (a) (6) and 115C-319.
- To consult with the Board of Education attorney and preserve the attorney-client privilege as provided in G.S. 143-318.11(a)(3)
- To consider the school safety components of school improvement plans under N.C.G.S. 143-318.11 (a)(8).
- To consider confidential student information protected under G.S. 115C-402 and the Family Educational and Privacy Rights Act, 20 U.S.C. 1232g.

ACTION ITEMS CONT'D

HUMAN RESOURCES

42. RECOMMENDATION FOR ADMINISTRATIVE APPOINTMENT(S)

SCHOOL IMPROVEMENT PLANS

43. SCHOOL IMPROVEMENT PLANS

Schools engaged in a data analysis process for crafting their 2014-2016 School Improvement Plan. Instructional school staff voted and approved each plan. Plans are to be a living document that the school utilizes to focus the daily work of each staff member. Schools submitted their School

Improvement Plan for review prior to approval. Fiscal Implications: N/A. Savings: N/A.
Recommendation for Action / Next Steps: Board approval is requested.

INFORMATION ITEM

HUMAN RESOURCES

44. ADMINISTRATIVE TRANSFER(S)

ADJOURNMENT

**WAKE COUNTY BOARD OF EDUCATION
MEETING MINUTES
June 17, 2014**

<u>Board Members Present</u>	<u>Staff Members Present</u>	
Christine Kushner, Chair	James G. Merrill, Superintendent	Jacqueline Ellis
Tom Benton, Vice Chair	Marvin Connelly	Clinton Robinson
Monika Johnson-Hostler	Cathy Moore	Karen Hamilton
Kevin L. Hill	Tim Simmons	Todd Wirt
Jim Martin	David Neter	Joe Desormeaux
Zora Felton	Lloyd Gardner	Mark Winters
Susan P. Evans	Andre Smith	Doug Thilman
Bill Fletcher	Edward McFarland	Brad McMillen
	Pamela Kinsey-Barker	<u>Board Attorney</u>
	Rose Anne Gonzalez	Rod Malone

Chairwoman Kushner called the meeting to order at 5:34 p.m. Everyone recited the Pledge of Allegiance.

Chair's Comments

Chairwoman Kushner shared comments related to attending graduation ceremonies for the Class of 2014, congratulations were offered; difficult budget decisions before the Board, and well wishes for the employees retiring from the Wake County Public School System.

Superintendent's Comments

Dr. Merrill shared comments related to a group representing North Carolina's ten largest school districts gathered to bring attention to state budget negotiations; Combs Elementary hosting Governor McCrory after being named the number one magnet school in the country; awarding 9,472 diplomas to students in twenty-three ceremonies that concluded last week. Dr. Merrill recognized Marian McLaurin, Pamela Kinsey-Barker, and Chairwoman Kushner for their work on the graduation ceremonies.

Board Members' Comments

Board Members shared comments related to congratulating the graduates of 2014, reaffirming congratulations to retirees, the article in the news regarding the programming at the Renaissance Schools; the SRO MOU and the process staff and municipalities used to craft it; thanking the County Commissioner for providing a \$3 to \$8 a week raise for teachers; congratulating Dr. Merrill on the press conference held earlier in the day; the State budget negotiations; a revisit of the adopted County Commissioner budget as the district moves forward based on the proposed State plan and keeping public education in the forefront.

APPROVAL OF THE MEETING AGENDA

Chairwoman Kushner announced that a new Human Resources list was distributed to Board members and that a revised information sheet for the Wake Technical Community College Board of Trustees nominee was distributed.

Chairwoman Kushner moved Items #36, Contract with City of Raleigh for School Resource Officers for 2015-2015 and #37, Contract with the Town of Cary for School Resource Officers for 2014-2015 were moved from Consent to Action.

Bill Fletcher made a motion to approve the Amended Agenda. The motion was seconded by Susan P. Evans and unanimously approved.

PUBLIC COMMENT. The following individuals offered public comments to the Board;

- Selina Garcia
- Tavon Bridges
- Q Wideman
- Larry Nilles

RECOGNITION ITEMS

SCHOOL PERFORMANCE

6. RECOGNITION OF THE SPRING SPORTS SEASON ATHLETIC TEAM STATE CHAMPIONS

Cathy Moore, Deputy Superintendent of School Performance introduced Deran Coe. Deran Coe, Senior Administrator for Athletics presented the spring sports teams for Board of Education recognition. Mr. Coe went on to share information regarding ten teams that reached their goal of winning state championships while eleven others finished as state runner ups. Chairwoman Kushner congratulated the athletes.

CONSENT ITEMS

Kevin L. Hill made a motion to approve the Consent Items. The motion was seconded by Bill Fletcher and unanimously approved.

ACTION ITEMS

FINANCE

38. APPROVAL OF AN INTERIM BUDGET RESOLUTION FOR 2014-2015

David Neter, Chief Business Officer requested that the Board adopt an Interim Budget Resolution for 2014-2015. The Board's proposed 2014-2015 budget requested an increase in County appropriation of \$39.3 million. The Board of County Commissioners have included an increase in County appropriation for Wake County Public Schools in the amount of \$10.2 million, which leave a funding gap of \$29.1 million that must be reconciled. In addition, the Governor's, Senate's, and House's budget proposals all require significant amounts of local funding not included in the Board's Proposed Budget.

Once the State's budget is finalized, the Superintendent and staff will make recommendations to align the Wake County budget with funding available and will bring recommendations back to the Board. As a result of these circumstances, staff requested the Board to adopt an interim 2014-2015 budget resolution as provided by N.C.G.S. 115-434 for the purpose of paying salaries and the usual expenses of the school system during the interval between the beginning the fiscal year, July 1st and the actual adoption of the budget resolution.

Susan P. Evans made a motion to approve the Interim Budget Resolution for 2014-2015. The motion was seconded by Tom Benton and unanimously approved.

SCHOOL PERFORMANCE

39. BOARD POLICY 5910: HOMEWORK

First Reading.

Todd Wirt, Assistant Superintendent for Academics presented the policy for approval by reviewing the revisions with the Board. The has been reviewed twice by the Superintendent's Leadership Team and has been reviewed and motioned to the full Board by the Policy Committee on May 27, 2014.

Jim Martin made a motion to approve the policy on first reading. The motion was seconded by Bill Fletcher and unanimously approved.

DATA, RESEARCH, & ACCOUNTABILITY

40. BOARD POLICY 2550: RESEARCH

Revised; First Reading

Brad McMillen, Assistant Superintendent of Data, Research, & Accountability presented the policy for approval. The revisions were reviewed by the Superintendent's Leadership Team and the Policy Committee focused on aligning the policy with practice.

Jim Martin made a motion to approve the policy on first reading. The motion was seconded by Monika Johnson-Hostler and unanimously approved.

CHIEF OF STAFF

41. SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

The district has had a collaborative School Resource Office Memorandum of Understanding since 2009, with a date of expiration of 2014. The district has recently received community feedback about the School Resource Officer Program and the components in this MOU. Staff has collaborated with all law enforcement jurisdictions in the development of this MOU. Fiscal Implications: None. Savings: None. Recommendation for Action / Next Steps: Board approval is requested.

Marvin Connelly, Chief of Staff and Strategic Planning presented information to the Board. Dr. Connelly shared that staff presented as an Information Item, a draft MOU at the June 3, 2014 Board of Education Meeting; additional changes were made based on the feedback from Board members as well as law enforcement agencies.

Jim Martin made a motion to approve. The motion was seconded by Bill Fletcher. Board members thanked all those involved for their work on the MOU. Board members stated that while there was no formal community input sessions, a community based safety task force was convened last spring with overall discussions on district and school safety. The Board voted unanimously to approve the School Resource Officer Memorandum of Understanding.

36. CONTRACT WITH CITY OF RALEIGH FOR SCHOOL RESOURCE OFFICERS FOR 2014-2015 – 6:23 p.m.

This contract will provide school resource officers for the following high schools:

Athens Drive High School Longview/Phillips High School Sanderson High School
Broughton High School Leesville Road High School Southeast Raleigh High School
Enloe High School Millbrook High School Wakefield High School

Fiscal Implications: Funding for this contract, in the amount of \$340,542.00 (\$37,838.00 per SRO) is available through At-risk-Fund 69 for the 2014-2015 school year. Savings: N/A.
Recommendation for Action / Next Steps: Board approval is requested.

Marvin Connelly, Chief of Staff and Strategic Planning reviewed the provisions of the contract of the school resource officers for the City of Raleigh.

Jim Martin made a motion to approve. The motion was seconded by Susan P. Evans and unanimously approved.

37. CONTRACT WITH THE TOWN OF CARY FOR SCHOOL RESOURCE OFFICERS FOR 2014-2015

This contract will provide school resource officers for the following high schools:

Cary High School Green Hope High School
Middle Creek High School Panther Creek High School

Fiscal Implications: Funding for this contract, in the amount of \$151,352.00 (\$37,838.00 per SRO) is available through At-Risk Fund 69 for the 2014-2015 school year. Savings: BN/A.
Recommendation for Action/Next Steps: Board approval is requested.

Marvin Connelly, Chief of Staff and Strategic Planning reviewed the provisions of the contract of the school resource officers for the Town of Cary.

Bill Fletcher made a motion to approve. The motion was seconded by Jim Martin and unanimously approved.

CLOSED SESSION

Bill Fletcher made a motion to go into Closed Session at 6:26 p.m. to consider confidential personnel information protected under G.S. 143-318.11 (a)(6) and 115C-319, to consult with the Board of Education attorney and preserve the attorney-client privilege as provided in G.S. 143-318.11 (a)(3), to consider the school safety components of school improvement plans under N.C.G.S. 143-318.11 (a)(8), and to consider confidential student information protected under G.S. 115C-402 and the Family Educational and Privacy Rights Act, 20 U.S.C. 1232g. The motion was seconded by Kevin L. Hill and unanimously approved.

The Board returned to Open Session at 7:07 p.m.

ACTION ITEMS CONTINUED

HUMAN RESOURCES

42. RECOMMENDATION FOR ADMINISTRATIVE APPOINTMENT(S)

Doug Thilman, Assistant Superintendent of Human Resources presented the Human Resources report. Kevin L. Hill made a motion to approve the Human Resources report. The motion was seconded by Bill Fletcher and unanimously approved.

Kevin L. Hill made a motion to amend the agenda to add an addition Human Resources report.

The motion was seconded by Tom Benton and unanimously approved.

Kevin L. Hill made a motion to allow the Superintendent or designee that allows school-based administrators to begin working on a temporary basis subject to final board approval during the July 2014 Board meeting by waiving any applicable policies. The motion was seconded by Tom Benton and unanimously approved.

SCHOOL IMPROVEMENT PLANS

43. SCHOOL IMPROVEMENT PLANS

Kevin L. Hill made a motion to approve the adoption by each school, Emergency Operations Plan as the safety components of each school's school improvement plan, with the understanding that each school may also adopt added school specific safety measures. The motion was seconded by Tom Benton and unanimously approved.

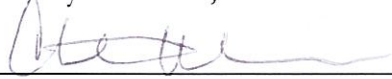
The Board returned to Closed Session at 7:10 p.m. on a motion by Kevin L. Hill. The motion was seconded by Jim Martin and unanimously approved.

The Board returned to Open Session at 8:17 p.m.

ADJOURNMENT

With no further business coming before the Board, Bill Fletcher made a motion to adjourn. The motion was seconded by Tom Benton and unanimously approved. The meeting adjourned at 8:17 p.m.

Respectfully submitted,



Christine Kushner, Board Chair



Melissa R. Allen, Recording Secretary



James G. Merrill, Superintendent



Wake County
Board of Education
CHIEF OF STAFF

PRECIS

Subject

SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

**Department, Board/Staff Liaison(s), and any Presenters from
Outside the District**

Dr. Marvin Connelly, Jr., Chief of Staff and Strategic Planning
Russ Smith, Sr. Director of Security

Main Points

The district has had a collaborative School Resource Office Memorandum of Understanding since 2009, with a date of expiration of 2014. The district has recently received community feedback about the School Resource Officer Program and the components in this MOU. Staff has collaborated with all law enforcement jurisdictions in the development of this MOU. Staff presented as an information item a draft MOU at the June 3, 2014, Board meeting. Additional changes were made based upon the feedback from Board members and law enforcement agencies.

Fiscal Implications

None

Savings

None

Recommendation for Action / Next Steps

Staff is requesting Board approval.

**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (hereinafter "MOU") effective July 1, 2014 is made and entered into by and between the Wake County Board of Education (hereinafter "WCBOE" or "Board"), the governing body of the Wake County Public School System (hereinafter "WCPSS"), and the local law enforcement agencies (each, an "Agency" collectively the "Agencies") on the attached signature pages.

WITNESSETH

WHEREAS, the WCBOE and the Agencies recognize the benefits of the School Resource Officer Program to the citizens of Wake County, North Carolina, and particularly to the students, parents and staff of the public school system of Wake County, North Carolina;

WHEREAS, the WCBOE desires to have the Agencies provide School Resource Officers to certain schools within the WCPSS;

WHEREAS, the Agencies are willing to provide School Resource Officers to certain schools within the WCPSS; and

WHEREAS, it is in the best interest of the WCBOE, the Agencies, and the citizens of Wake County to establish the School Resource Officer Program as hereinafter described.

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the WCBOE and the Agencies do hereby agree as follows:

**Article I
Purpose and Governing Principles**

This MOU outlines the goals and guiding principles as agreed to by and between the Board and the Agencies in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers, school administrators, parents and the students in the Wake County Public School System. A School Resource Officer Program is hereby established in the public school system of Wake County, North Carolina to promote a safe and secure environment on the campuses of the Wake County Public School System. The ultimate goal of the School Resource Officer Program is to provide a safe, inclusive and positive learning environment for all students and educators.

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4. SRO Trainings. Each Agency shall ensure that its SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Agency in addition to any training and certification required under this MOU.
 5. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The Agencies shall collaborate with the WCPSS to host an annual summit of SROs and school administrators to discuss issues relevant to the School Resource Officer Program and operations. The Agencies shall require all SROs to attend the annual summit and any other WCPSS or Agency orientations and guidance sessions designed for SROs that may occur periodically during the school year during the SRO regular duty hours, so long as the scheduling of the summit and guidance sessions offered by the WCPSS do not conflict with assignments from the Agencies. Such guidance sessions shall be designed to provide resources to SROs on topics relevant to the School Resource Officer Program, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students. Repeated failure to attend the annual summit and any other WCPSS guidance sessions without a valid reason or proper notice may be grounds for the Superintendent to request removal of a SRO pursuant to Article VI herein. Other law enforcement officers who supervise SROs will be strongly encouraged to attend such sessions.
 6. SRO Work Hours and Absences. The Agencies shall not utilize the SROs during the designated workday for duties other than set forth herein, except in emergency situations that necessitate removal of one or more SROs from their normal duties pursuant to this MOU. In the event a SRO is temporarily unavailable on campus due to training, illness, approved leave, court hearing, or other reasons, the Agency shall provide a replacement officer, whenever possible. The Agencies agree to use all reasonable efforts to prioritize the assignment of replacement officers at high school campus sites.
 7. Reporting. At least quarterly, each Agency agrees to provide to the WCPSS reports of the aggregated number of referrals (reported by race, gender, and school assignment) of WCPSS students by the SRO to the adult criminal justice system, juvenile petitions, teen court referrals, and/or referrals to the Campbell Law School mediation program.

Article III

WCBOE Expectations of the SRO While Serving on Campus

1. SRO Work Hours, Uniforms and Visibility on Campus. The SRO shall remain on the school grounds during normal school hours, except when necessary to attend to a law enforcement emergency, to attend any meetings or trainings described in this MOU, or on limited occasions to attend to official law enforcement business off-campus. With the

based on the totality of the circumstances and shall not be excessive, arbitrary, or malicious. The SRO also shall, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of those present on the school campus.

- a. *Investigations and Arrests.* Criminal investigations and arrests by SROs will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests. The SRO shall promptly notify appropriate school authorities whenever a SRO asks a student questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person or compromise an ongoing criminal investigation. The appropriate school authorities shall promptly notify the parent(s) or guardian of any student suspected of criminal wrongdoing, whenever a SRO asks a student questions of an investigative nature or takes any direct action against any student suspected of criminal wrongdoing. SROs and school administrators shall collaborate and determine how such notice should be given in each individual circumstance. SROs shall comply with Miranda and juvenile Miranda rules whenever applicable in the course of questioning individuals suspected of criminal wrongdoing. If a SRO questions, searches, or arrests a student at school, all reasonable efforts will be made to remove the student from other students and bystanders or otherwise to not bring undue attention to the student.
- b. *Searches.* SROs shall be aware of and comply with all laws and standards regarding searches of persons and property while performing services pursuant to this MOU. In particular, SROs shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. At no time shall any SRO request that any WCPSS employee lead or conduct a search of a student for law enforcement purposes.
- c. *Interrogations.* In cases where the parent(s) or guardian cannot be reached and any questioning of a student is conducted without parental notification, the school principal or designee must be present during the questioning unless the SRO directs otherwise for safety or investigative reasons. Presence of the principal/designee does not in any way impact the SRO's duty, if applicable in the situation, to comply with the student's Miranda or juvenile Miranda rights. At no time shall the SRO request that any WCPSS employee act as an agent of the SRO or law enforcement in any interrogation.
- d. *Non-school Investigations.* The SRO shall comply with WCBOE Policy 6605, Investigations and Arrests by Law Enforcement, regarding law enforcement investigations related to non-school matters. The SRO shall refrain from questioning students at school regarding non-school related matters unless the SRO has a warrant or unless questioning, searching or arresting a student on

student records or to any personally identifiable information of any WCPSS student as defined in 34 CFR 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable WCBOE policies and procedures. SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purposes. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:

- a. The SRO is acting as a "school official" (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, a SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or designee has requested the SRO's assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts.
 - b. The SRO has written consent from a parent or eligible student to review the records or information in question.
 - c. The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.
 - d. The disclosure is made pursuant to a valid subpoena or court order; provided that advance notice of compliance is provided to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.
 - e. The information disclosed is "directory information" as defined by WCBOE Policy 6300, and the parent or eligible student has not opted out of the disclosure of directory information.
 - f. The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable WCPSS policies and procedures.
7. Communication between SROs and Principals. The SRO is expected to meet with the school principal and members of the administrative team designated by the principal on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.
 8. Development of School Safety Plans. The SRO shall report any safety concerns to the school principal and or designee and shall confer with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The school principal will contact any other school system personnel who should be involved in these discussions.
 9. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The SRO shall attend all orientations, meetings, summits, and information and guidance sessions scheduled during the SRO's regular duty hours as requested by the Agency and/or WCPSS in accordance with Article II, Paragraph 5 herein.

nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students.

5. Data Collection and Reporting. The WCPSS, working in conjunction with SROs, shall maintain data listed in Article II, Section 7 herein and other data on school-based discipline referrals that result in involvement with a SRO and/or law enforcement and review such data on an annual basis, including but not limited to the following information:
- a. The name of the staff member making the referral;
 - b. Detailed information to explain the circumstances that led to the referral, including a description of the conduct and the setting;
 - c. The name of the SRO or other law enforcement involved and any actions taken in the response to the incident;
 - d. Names and roles of school staff members involved in the response to the incident;
 - e. The date of the referral;
 - f. The name, race, ethnicity, sex, age, disability status, English Language Learner (ELL) status, and grade level of the student(s) being referred and all other students involved in the incident;
 - g. Whether the referral to law enforcement was mandatory under G.S. 115C-288(g); and
 - h. A summary of the actions taken as a result of the incident (e.g. based upon the school administrator's knowledge, whether the student was questioned, searched or arrested on campus by law enforcement).

In addition, principals are expected to maintain documentation of all notifications received pursuant to G.S. 7B-3101 regarding juveniles who are alleged or found to be delinquent and shall preserve the confidentiality of such documentation in accordance with G.S. 115C-404.

6. Review of SRO Program. The Superintendent or his/her designee shall collect feedback from principals at least annually regarding the SRO program and provide feedback to each Agency regarding the SRO program and the performance of SROs on an annual basis.

Article V

Financing the School Resource Officer Program

The WCBOE agrees to enter into a separate service contract with the governing body of each individual Agency to address the assignment of SROs to specific WCPSS schools and payment for SRO services during each fiscal year. The terms of any separate service contract shall not be inconsistent with the terms of this MOU. In the event of any conflict between any separate service contract regarding SRO services and the terms of this MOU, the terms of this MOU shall prevail, except that the service contract will prevail only with respect to the issue of

Article VII
Term and Termination of MOU

The term of this MOU shall begin on July 1, 2014 and end on June 30, 2017, unless terminated earlier as provided herein. However, the parties shall review the terms of this MOU at least annually and may amend it at any time in writing and by mutual agreement.

Any party's participation in this MOU may be terminated by that party, with or without cause, upon ninety (90) days written notice to the other parties.

Article VIII
Notice

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to each Agency at its address listed on their respective signature page, and to the WCBOE at the address below:

If to WCBOE:

Wake County Public School System
Attn: Superintendent
5625 Dillard Drive
Cary, NC 27518

Article IX
Miscellaneous Provisions

1. Sex Offender Registry Checks. The parties acknowledge that the requirements of G.S. 115C-332.1 apply to this MOU. Each Agency shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Each Agency certifies that no individual may provide services to WCBOE under this MOU if he/she appears on any of the sex offender registries.

The Town of Apex/Apex Police Department, with a mailing address at P.O. Box 250, Apex, NC 27502, hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) with the Wake County Board of Education, effective July 1, 2014.

Town of Apex

Date

The Town of Fuquay-Varina/Fuquay-Varina Police Department, with a mailing address at 401 Old Honeycutt Road, Fuquay-Varina, NC 27526 hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) with the Wake County Board of Education, effective July 1, 2014.

Town of Fuquay-Varina

Date

The Town of Holly Springs/Holly Springs Police Department, with a mailing address at P.O. Box 8, Holly Springs, NC 27540 hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) with the Wake County Board of Education, effective July 1, 2014.

Town of Holly Springs

Date

The City of Raleigh/Raleigh Police Department, with a mailing address at P.O. Box 590, Raleigh, NC 27602 hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) with the Wake County Board of Education, effective July 1, 2014.

City of Raleigh

Date

The Town of Wake Forest/Wake Forest Police Department, with a mailing address at 225 South Taylor, Wake Forest, NC 27587 hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) with the Wake County Board of Education, effective July 1, 2014.

Town of Wake Forest

Date

**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (hereinafter "MOU") effective July 1, 2014 is made and entered into by and between the Wake County Board of Education (hereinafter "WCBOE" or "Board"), the governing body of the Wake County Public School System (hereinafter "WCPSS"), and the following local law enforcement agencies (each, an "Agency" collectively the "Agencies") **on the attached signature pages.** :-

- ~~Wake County Sheriff's Office~~
- ~~Cary Police Department~~
- ~~Fuquay Varina Police Department~~
- ~~Garner Police Department~~
- ~~Holly Springs Police Department~~
- ~~Knightdale Police Department~~
- ~~Raleigh Police Department~~
- ~~Rolesville Police Department~~
- ~~Wake Forest Police Department~~
- ~~Wake Tech Campus Police Department~~

WITNESSETH

WHEREAS, the WCBOE and the Agencies recognize the benefits of the School Resource Officer Program to the citizens of Wake County, North Carolina, and particularly to the students, parents and staff of the public school system of Wake County, North Carolina;

WHEREAS, the WCBOE desires to have the Agencies provide School Resource Officers to certain schools within the WCPSS;

WHEREAS, the Agencies are willing to provide School Resource Officers to certain schools within the WCPSS; **and**

WHEREAS, it is in the best interest of the WCBOE, the Agencies, and the citizens of Wake County to establish the School Resource Officer Program as hereinafter described.

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the WCBOE and the Agencies do hereby agree as follows:

working with youth and/or in a school setting and should be willing and able to serve as mentors for students. WCPSS may provide feedback to the Agency regarding SRO selection. The Agency shall ensure that all SROs participate in an orientation process conducted in collaboration between the Agency and the WCPSS to provide an overview of the School Resource Officer Program and review WCPSS policies and procedures.

3. Assignment of SRO Supervisor. Each Agency shall designate a regularly employed law enforcement officer to supervise the assigned SRO(s) and to coordinate the functions of the SRO Program with the Superintendent or designee. The duties of the SRO supervisor shall include coordinating work assignments of the SROs between various campuses; ensuring SRO compliance with directives and policies of the Agency and the WCPSS; coordinating SRO scheduling and work hours (vacation requests, sick leave, etc.); and addressing concerns and complaints regarding performance and conduct of SROs in collaboration with WCPSS and in accordance with Agency protocols.
4. SRO Trainings. Each Agency shall ensure that its SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Agency in addition to any training and certification required under this MOU.
5. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The Agencies shall collaborate with the WCPSS to host an annual summit of SROs and school administrators to discuss issues relevant to the School Resource Officer Program and operations. The Agencies shall require all SROs to attend the annual summit and any other WCPSS or Agency orientations and guidance sessions designed for SROs that may occur periodically during the school year during the SRO regular duty hours, so long as the scheduling of the summit and guidance sessions offered by the WCPSS do not conflict with assignments from the Agencies. Such guidance sessions shall be designed to provide resources to SROs on topics relevant to the School Resource Officer Program, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students. Repeated failure to attend the annual summit and any other WCPSS guidance sessions without a valid reason or proper notice may be grounds for the Superintendent to request removal of a SRO pursuant to Article VI herein. Other law enforcement officers who supervise SROs will be strongly encouraged to attend such sessions.
6. SRO Work Hours and Absences. The Agencies shall not utilize the SROs during the designated workday for duties other than set forth herein, except in emergency situations that necessitate removal of one or more SROs from their normal duties pursuant to this MOU. In the event a SRO is temporarily unavailable on campus due to training, illness, approved leave, court hearing, or other reasons, the Agency shall provide a replacement officer, whenever possible. The Agencies agree to use all reasonable efforts to prioritize the assignment of replacement officers at high school campus sites.

community agencies or the Agencies providing afterschool and summer programs and opportunities for youth.

3. Law Enforcement Actions and Safety Interventions. The SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members within the school community, while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies. Use of force may be implemented pursuant to Agency procedures and protocol as well as all applicable laws, if objectively reasonable based on the totality of the circumstances; ~~however, in no event;~~ and shall not any use of force be excessive, arbitrary, or malicious. The SRO also shall, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of members of the school community **those present on the school campus.**
- a. *Investigations and Arrests.* Criminal investigations and arrests by SROs will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests. The SRO shall promptly notify appropriate school authorities whenever a SRO **asks a student** questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate **by the SRO** if such notification would endanger a student **or any other person** or compromise an ongoing criminal investigation. The appropriate school authorities shall promptly notify the parent(s) or guardian of any student suspected of criminal wrongdoing whenever a SRO **asks a student** questions of an investigative nature or takes any direct action against any student suspected of criminal wrongdoing. SROs and school administrators shall collaborate and determine how such notice should be given in each individual circumstance. SROs shall comply with Miranda and juvenile Miranda rules whenever applicable in the course of questioning individuals suspected of criminal wrongdoing. If a SRO questions, searches, or arrests a student at school, all reasonable efforts will be made to **remove the student from other students and bystanders or otherwise to not bring undue attention to the student** ~~protect the student's privacy.~~
- b. *Searches.* SROs shall be aware of and comply with all laws and standards regarding searches of persons and property while performing services pursuant to this MOU. In particular, SROs shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. At no time shall any SRO request that any WCPSS employee lead or conduct a search of a student for law enforcement purposes.

weapons on campus), it may be appropriate for school administrators and SROs to work in tandem. In such events, the criminal investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing. The SRO shall also adhere to all appropriate laws and standards governing law enforcement investigations and not assume that laws and standards that govern school disciplinary investigations will also apply to him or her in the course of conducting a criminal investigation.

6. Confidentiality; Access to Student Records. The SRO shall comply with all applicable laws, regulations, and WCBOE policies, including but not limited to laws, regulations and policies regarding access to confidential student records, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The SRO may have access to confidential student records or to any personally identifiable information of any WCPSS student as defined in 34 CFR 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable WCBOE policies and procedures. SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student **or for general non-specific purposes**. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:
- a. The SRO is acting as a "school official" (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, a SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or designee has requested the SRO's assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts.
 - b. The SRO has written consent from a parent or eligible student to review the records or information in question.
 - c. The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.
 - d. The disclosure is made pursuant to a valid subpoena or court order, provided that advance notice of compliance is provided to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.
 - e. The information disclosed is "directory information" as defined by WCBOE Policy 6300, and the parent or eligible student has not opted out of the disclosure of directory information.
 - f. The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable WCPSS policies and procedures.

crimes that occur on campus to the assigned SRO in compliance with all applicable state laws and WCBOE policies that require school officials to report criminal acts occurring on school grounds to law enforcement.

4. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The WCPSS shall coordinate an orientation for SROs to discuss an overview of the School Resource Officer Program and review WCPSS policies and procedures. The WCPSS also shall host, in collaboration with the Agencies, an annual summit of SROs and school administrators to discuss issues relevant to the School Resource Officer Program and operations. At least one administrator from each school with an assigned SRO shall attend the summit. In addition, the WCPSS shall offer additional guidance sessions and resources to SROs on topics relevant to the School Resource Officer Program that may occur periodically during the school year, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students.

5. Data Collection and Reporting. The WCPSS, working in conjunction with SROs, shall maintain data listed in Article II, Section 7 herein and other data on school-based discipline referrals that result in involvement with a SRO and/or law enforcement and review such data on an annual basis, including but not limited to the following information:
 - a. The name of the staff member making the referral;
 - b. Detailed information to explain the circumstances that led to the referral, including a description of the conduct and the setting;
 - c. The name of the SRO or other law enforcement involved and any actions taken in the response to the incident;
 - d. Names and roles of school staff members involved in the response to the incident;
 - e. The date of the referral;
 - f. The name, race, ethnicity, sex, age, disability status, English Language Learner (ELL) status, and grade level of the student(s) being referred and all other students involved in the incident;
 - g. Whether the referral to law enforcement was mandatory under G.S. 115C-288(g); and
 - h. A summary of the actions taken as a result of the incident (e.g. based upon the school administrator's knowledge, whether the student was questioned, searched or arrested on campus by law enforcement).
 - ~~h. Whether the school administrator had knowledge whether the student was questioned, searched, or arrested on campus by law enforcement as a result of the incident.~~

In addition, principals are expected to maintain documentation of all notifications received pursuant to G.S. 7B-3101 regarding juveniles who are alleged or found to be

promptly remove the SRO from serving WCPSS until the completion of an internal the Agency's review of the misconduct, consistent with the Agency's policies and ordinances and this MOU. Investigation completed by the Agency as to the misconduct.

In the event of the resignation, dismissal, removal or reassignment of a SRO, the responsible Agency shall provide a replacement for the SRO within a reasonable period of time, to be discussed between the parties when a vacancy occurs. During such interim period, as much as reasonably possibly, the Agency shall assign an alternate law enforcement officer temporarily to carry out the duties of the SRO until a replacement can be secured. The Agencies agree to use all reasonable efforts to prioritize the assignment of replacement officers at high school campus sites.

Notwithstanding the foregoing, nothing in this MOU shall prohibit the Superintendent from preventing the access of any individual, including any assigned SRO, to WCBOE property if the Superintendent determines it is in the best interest of the health and safety of WCPSS students. Likewise, the Agency reserves the right to suspend a SRO from duty with the WCPSS. During any period of suspension under this section, the Agency shall provide a replacement SRO pursuant to Article II, Section 6 herein.

Article VII

Term and Termination of MOU

The term of this MOU shall begin on July 1, 2014 and end on June 30, 2017, unless terminated earlier as provided herein. However, the parties shall review the terms of this MOU at least annually and may amend it at any time in writing and by mutual agreement.

Any party's participation in this MOU may be terminated by that party, with or without cause, upon ninety (90) days written notice to the other parties.

Article VIII

Notice

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to each Agency at the at its address listed on the attached their respective signature pages, and to the WCBOE at the address below: the intended recipient as follows:

If to WCBOE:

Wake County Public School System

-
2. Relationship of Parties. The Agencies and the WCBOE shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto. Each Agency maintains control over its personnel and any employment rights of personnel assigned under this MOU shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.
 3. Governing Law; Venue. This MOU shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Wake County, North Carolina.
 4. Amendments and Modifications; Additional Policies and Procedures. This MOU may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOU. Notwithstanding the foregoing, the parties may develop additional policies and procedures by consent to implement this MOU, including but not limited to policies and procedures regarding reporting requirements and sharing information between WCPSS and the Agencies. Further, each party may develop internal policies and procedures to implement their respective obligations under this MOU.
 5. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this MOU.
 6. Severability. In the event that any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
 7. No Third Party Benefits. There are no third party beneficiaries to this MOU. Nothing in this MOU shall create or give to third parties any claim or right of action against an Agency or an SRO.
 - ~~7. The services provided by the Agencies pursuant to this MOU shall not violate or in any way infringe on the rights of any third parties; provided, however, that nothing in this MOU shall be construed to create any right or remedy on the part of third parties.~~
 8. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
 9. E-verify. All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by the other demonstrating such compliance.

8.

The Town of Apex/Apex Police Department, with a mailing address at P.O. Box 250, Apex, NC 27502, hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) (attached hereto) with the Wake County Board of Education, effective July 1, 2014.

Town of Apex _____ Date _____

DRAFT

The Town of Fuquay-Varina/Fuquay-Varina Police Department, with a mailing address at 401 Old Honeycutt Road, Fuquay-Varina, NC 27526 hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) with the Wake County Board of Education, effective July 1, 2014.

Town of Fuquay-Varina

Date

DRAFT

The Town of Holly Springs/Holly Springs Police Department, with a mailing address at P.O. Box 8, Holly Springs, NC 27540 hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) with the Wake County Board of Education, effective July 1, 2014.

Town of Holly Springs

Date

DRAFT

_____The City of Raleigh/Raleigh Police Department, with a mailing address at P.O. Box 590, Raleigh, NC 27602 hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) with the Wake County Board of Education, effective July 1, 2014.

City of Raleigh

Date

The Town of Wake Forest/Wake Forest Police Department, with a mailing address at 225 South Taylor, Wake Forest, NC 27587 hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) with the Wake County Board of Education, effective July 1, 2014.

Town of Wake Forest

Date

WAKE COUNTY BOARD OF EDUCATION
WORK SESSION MINUTES
June 17, 2014

Board Members Present: Christine Kushner, Chair
Tom Benton, Vice Chair
Monika Johnson-Hostler
Kevin L. Hill
Jim Martin
Zora Felton
Susan P. Evans
Bill Fletcher

Staff Members Present: Jim Merrill, Superintendent
Marvin Connelly
Cathy Moore
David Neter
Tim Simmons
Todd Wirt
Joe Desormeaux
Mark Winters
Terri Kimzey
Jamie Biswas
Angie Wright

Board Attorney Present: Jonathan Blumberg

Chairwoman Kushner called the Work Session to order at 3:30 p.m. and made general comments.

Board Quarterly Forecast

Cathy Moore, Deputy Superintendent of School Performance reviewed the First Quarter forecast with the Board. Board Members asked clarifying questions regarding some of the Board Agenda topics with staff clarifying.

2014 Updated Elementary Circle Map

Joe Desormeaux, Assistant Superintendent of Facilities, shared that the elementary circle map reflects the land acquisition needed for the 2014 bond for construction purposes and the land acquisition needed for a future bond. The elementary circle map does not have all of the circles that would be needed between now and 2020.

Mr. Desormeaux reminded the Board of how the circles are created on the map and reviewed the elementary target circle school site statuses. Board members had extensive discussion regarding capacity, capacity in the downtown area, programming, flexibility in assignments, and draw areas.

Overview of Strategic Plan Focus Group Session Results and Emerging Themes

Marvin Connelly, Chief of Staff and Strategic Planning reviewed the framework for developing the Strategic Plan. Dr. Connelly shared that staff's desire is to receive feedback from the community during the development of the plan. The first step in the process of receiving feedback was the focus group sessions. The responses from the focus group sessions were used to develop the survey that is currently being launched to the community abroad. Once the survey results are complete, there will be a final report that will come from Issues and Answers, Inc. that will be a synthesis of the focus group results as well as a synthesis of the survey results.

Dr. Connelly reviewed the background, objectives, and methodology of the focus group sessions that had 105 stakeholder participants. The key high level topics were,

- The future of education
- Unaided exploration of what should be our educational focus
- Preparation for life beyond high school
- Expectations of the school system experience (students, parents, community)
- Next steps

Board members shared general comments pertaining to ensuring all demographics are able to participate in providing feedback.

Dr. Connelly reminded the Board of the July 22nd Work Session item pertaining to the Strategic Plan. Dr. Tony Wagner will be present at the work session to spend time with Board. Dr. Connelly announced that on August 6th at 7 p.m. there will be a Town Hall Meeting at the McKimmon Center where the community will be invited to weigh in on the high level themes and vote to make the district aware of which five to seven themes should be priority.

Update on 2014-2015 Operating Budget

David Neter, Chief Business Officer reviewed and updated the Board on the 2014-2015 Budget proposals by the Governor, the Senate, and the House. Mr. Neter reviewed the following areas of the state budget;

- teacher salaries
- principal salaries,
- assistant principal salaries,
- other employee salaries,
- Master's Degree Pay,
- textbook funding,
- cooperative innovative high schools,
- teaching fellows program,
- classroom teacher formula,
- central administration funding,
- transportation funding,
- transfer of state to local responsibility,
- teaching assistant funding,
- local funding required by proposals from the Governor, the Senate, and the House

Mr. Neter shared that next steps include waiting until the State has a final budget. Staff will assess the impact and develop recommendations to close any funding gaps including potentially:

- reducing budgets (again)

- repurpose funding
- reduction in force (?)
- utilize one-time funding for recurring expenditures

Staff will request at the Board's meeting after the work session, to adopt an interim budget. The interim budget provides compliance of having a budget in place prior to the new fiscal year while allowing assessment of the final state budget and to plan for recommended adjustments.

Mr. Neter then highlighted and reviewed the Wake County approved 2014-2015 Budget and shared that it included an increase in county appropriation of \$10.2 million, set aside a reserve of \$3.75 million for teacher salary supplements, and an offer to exchange of WCPSS unassigned fund balance for recurring revenue in the form of County appropriation.

Mr. Neter reviewed next steps with the Board which include,

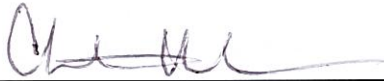
- having a state budget in place and reviewing the related impacts,
- assessing fiscal year 2014 by reviewing actual revenues versus expenditures,
- review if there is capacity within the existing budget,
- By fall 2014, staff should have an early estimate of the unassigned fund balance and the potential for exchange in fund balance

Staff will continue to closely monitor the state budget development.

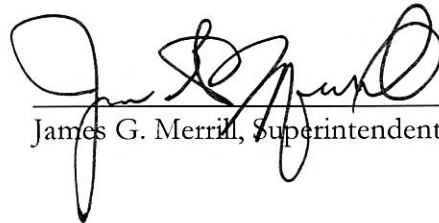
Board members asked clarifying questions regarding the budget with the staff responding appropriately.

With no further items on the agenda, the Work Session adjourned at 5:13 p.m.

Respectfully submitted,



Christine Kushner, Board Chair



James G. Merrill, Superintendent



Melissa R. Allen, Recording Secretary

**WAKE COUNTY BOARD OF EDUCATION
GOVERNMENT RELATIONS COMMITTEE MEETING**

June 23, 2014

5:00 p.m.

Committee Members

Keith Sutton, Chair
Zora Felton, Vice Chair
Susan Evans
Bill Fletcher

Board Members

Monika Johnson-Hostler
Christine Kushner
Jim Martin

Staff Members

Marvin Connelly
Cathy Moore
Tim Simmons
David Neter
Mark Winters
Doug Thilman
Courtney Crowder, Legislative Liaison

Committee Chair, Keith Sutton called the meeting to order at 5:11 p.m. The agenda included the following items for discussion;

Approval of Committee Meeting Minutes

Bill Fletcher made a motion to approve the March 24, 2014 and April 28, 2014 Government Relations Committee meeting minutes. The motion was seconded by Susan P. Evans and unanimously approved.

Update on 2014 Legislative Short Session

The committee reviewed a spreadsheet of present filed legislation that Legislative Liaison, Courtney Crowder has been tracking and updating. The spreadsheet included the bill, the title of the bill, summary, primary sponsors, and the action that has taken/taking place with each bill.

The committee reviewed and discussed at length the following bills;

H1031 (S743) – NC Economic Development Partnership Modifications

H1060 (S771) – Military Student Identifier

H1062 (S770) – Schematic Diagrams and Keys of Schools

H1061 (S812) – Replace Common Core State Standards with North Carolina’s Higher Academic Standards

H1084 - Charter Schools/Students with IEPs

H1177 - Property tax for teacher compensation

H1230 -Modify 2013 Appropriations Act

H1246 -Armed Detention Officers

H230 - Clarify Read to Achieve/ School Performance Grades

The bill has been signed by the Governor. Deputy Superintendent for School Performance, Cathy Moore shared that students who did not pass the EOG, but met the criteria through good cause exemption are eligible to attend summer reading camps if they want to at no cost. Students who did pass the EOG, who are proficient, are also eligible to attend summer reading camps for a fee. The District will be sending correspondence to all of the students who met the standard through good cause exemption so that they can have an opportunity to join summer camps if they so choose and can join in week 3 as the district is covering material in chunks of two weeks.

H273 - Charter School/LEA Accounting of Funds

H726 - Wake County Commissioners Responsible for School Construction

S 370 - Respect for Student Prayer/Religious Activity.

- S719 - Student Organizations/Rights. This bill has been presented to the Governor.
- S793 - Charter School Modifications

Committee Chairman Sutton requested that the committee go back and discuss Common Core. Mr. Crowder shared that there were identical bills in both the House and Senate. There was an establishment of a time limited committee that would review curriculum standards. Mr. Crowder stated that the Senate's Common Core version of the legislation was further amended by the House Committee to prescribe what the time limited curriculum committee could consider; North Carolina's Standard Course of Study would be paramount and the Common Core Standards would not necessarily be reviewed in order to inform the North Carolina Standards.

Board members made comments and shared their thoughts regarding the Common Core legislation.

Committee members asked if there was an update on the Budget. Mr. Crowder shared that with the conferees appointed; the differences will be aired and discussed. Mr. Crowder shared that Senator Apodaca filed an adjournment bill as of last week. Chief Business Officer, David Neter shared that as staff has been accessing the situation, if there is no agreement, the second year of the biennium budget which is already in place, is what the budget will be- no increases for teachers. Mr. Crowder shared that there was a conversation last week about the use of lottery funds and how they would be applied to the overall fund availability.

Review of Pending Legislation

Committee Chairman Sutton inquired if committee members had reviewed or seen the press conference that the Superintendent and other Superintendents from large districts had on Friday. Chairman Sutton shared that the comments were on point with where the Board and most other Boards are. Committee Chairman Sutton inquired about a recommendation from the Committee to consider that the Superintendent's comments and his voice be the singular voice (meetings/conversations with Legislators) of the District with respect to the budget.

After some discussion, the committee felt that it was important to convey that all, the Board and the Superintendent are on the same page, communicating the same message. The committee is happy to agree to the singular message and the central themes for talking points.

Mr. Crowder shared that once the General Assembly adjourns, activity at the Legislature will continue; there will be interim study committees that will take up various topics that relate to education and that the Education Oversight Committee continues to meet. Monitoring of what happens at the Legislature will continue.

With no further business, the committee meeting adjourned at 6:33 p.m.

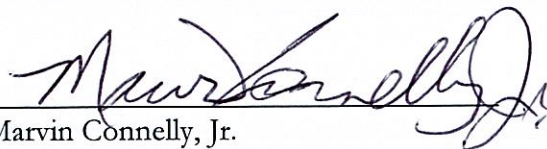
Respectfully submitted,



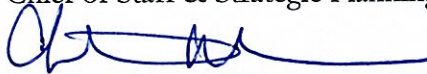
Keith A. Sutton
Chair, Government Relations Committee



Melissa R. Allen
Recording Secretary



Marvin Connelly, Jr.
Chief of Staff & Strategic Planning



Christine Kushner
Board of Education Chair

**WAKE COUNTY BOARD OF EDUCATION
GOVERNMENT RELATIONS COMMITTEE MEETING**

July 28, 2014
5:00 p.m.

Committee Members

Keith Sutton, Chair
Susan Evans
Bill Fletcher

Board Members

Christine Kushner
Tom Benton
Jim Martin

Staff Members

Marvin Connelly
Cathy Moore
Tim Simmons
Mark Winters
Terri Kimzey

Courtney Crowder, Legislative Liaison

Committee Chair, Keith Sutton called the meeting to order at 5:02 p.m. The agenda included the following items for discussion;

Approval of Committee Meeting Minutes

Susan P. Evans made a motion to approve the June 23, 2014 Government Relations Committee meeting minutes. The motion was seconded by Bill Fletcher and unanimously approved.

Legislative Short Session Update

Courtney Crowder, Legislative Liaison shared the following information;

- A lot of work has been done over the last four days with the budget conferees and a lot of involvement with the negotiation process from the Governor's Office.
- There was an announced agreement to a framework for the budget with a range of possibilities for teacher salaries and for Medicaid.
- President Pro Tem Berger, Speaker Tillis, and Governor McCorry are working closely together with budget negotiations.
- Teacher assistants will be in this year's budget; but with concern of how they will be funded.

Committee members and board members inquired about the revenue being used to pay for teacher assistants and if it would be recurring or one time. Committee members also inquired about there being restrictions on the flexibility of using the funding for teacher assistant positions. Mr. Crowder shared that he has not received a clear answer yet regarding the management of teacher assistants and what school districts can expect. Mr. Crowder posed questions to the North Carolina School Boards Association staff and is awaiting response.

Board members inquired about the movement of HB 1224. Mr. Crowder shared that House Bill 1224, the local sales tax for education and economic development changes passed the Senate and returned to the House for concurrence; the bill was referred to House Finance. The committee inquired as to what the Board needed to do regarding HB1224. Mr. Crowder shared that with the budget the Board has submitted to the County Commissioners, the message has been established as it relates to the need for revenue and the need for consistency in planning the management of the school system.

Mr. Crowder shared that there was a conference report on Senate Bill 793- Charter School Modifications bill. Both the House and the Senate have accepted the report. HB 1133 – Technical and Other Corrections, was seen in the Rules Committee last week. There were a number of

provisions in the bill; section 50 raised a number of questions about how information would be reported and on what IT system it would be reported on. The Board shared comments and had light discussion regarding section 50 of the Technical and Other Corrections bill.

With no further business, Bill Fletcher made a motion to adjourn. The motion was seconded by Susan P. Evans and unanimously approved. The committee meeting adjourned at 5:53 p.m.

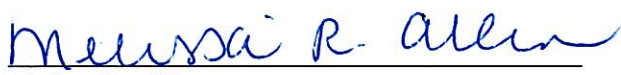
Respectfully submitted,



Keith A. Sutton,
Chair, Government Relations Committee



Marvin Connelly, Jr.
Chief of Staff & Strategic Planning



Melissa R. Allen
Board Relations Specialist



Christine Kushner
Board of Education Chair

WAKE COUNTY BOARD OF EDUCATION

August 5, 2014

Work Session - 2:00 P.M.

Construction Management At Risk Justification
Strategic Planning Focus Group and Survey Results
Self-Insured Dental Plan
2014-2015 Operating Budget Update

OPEN SESSION - 5:30 P.M.

Attendees - voting members

Mrs. Christine Kushner	Chair
Mr. Tom Benton	Vice Chair
Mrs. Susan P. Evans	Board Member
Ms. Zora Felton	Board Member
Mr. Bill Fletcher	Board Member
Mr. Kevin L. Hill	Board Member
Ms. Monika Johnson-Hostler	Board Member
Dr. Jim Martin	Board Member
Mr. Keith Sutton	Board Member

Attendees - other

Dr. James G. Merrill	Superintendent
Marvin Connelly	Cathy Moore
David Neter	Tim Simmons
Lloyd Gardner	Andre Smith
Edward McFarland	Pamela Kinsey-Barker
Rose Anne Gonzalez	Jacqueline Ellis
Clinton Robinson	Karen Hamilton
Todd Wirt	Joe Desormeaux
Mark Winters	Doug Thilman
Brad McMillen	Rodney Trice
Brenda Elliott	Jonathan Blumberg, Board Attorney

I. CALL TO ORDER

Chairwoman Kushner called the meeting to order at 5:48 p.m. Everyone recited the Pledge of Allegiance.

II. QUORUM DETERMINATION

III. PLEDGE OF ALLEGIANCE

IV. INFORMATION

Chair's Comments

Chairwoman Kushner shared comments related to congratulating schools that started on the modified calendar and wishing those on the traditional calendar to

continue having a good summer.

Superintendent's Comments

Dr. Merrill shared comments related to the Administrator's Team Conference that took place earlier in the day, the Town Hall Meeting that will take place on August 6th at 7:00 p.m. at the McKimmon Center, congratulating the District's Maintenance and Operations staff for winning a national award this month, the Facility Maintenance Decisions Achievement Award. The award highlights the roles that maintenance and engineering managers play in the successful operation of institutional and commercial facilities. Wake County was recognized for its maintenance efficiencies in 2012 and 2013 that reduced energy costs by \$2.96 million, produced water efficiencies of \$280,000, and saved \$1.2 million based on utility bill analysis and the way the district manages its fuel resources.

Board Members' Comments

Board Members shared comments related to adding new Board Advisory Council members; looking forward to the Town Hall meeting; the approved budget by the General Assembly; the organization A Note in the Pocket that provides clothing for children in the district who are in need; the energy level being profound at the Administrator's Conference held earlier today.

V. APPROVAL OF MEETING AGENDA

Motion made by: Mr. Keith Sutton

Motion seconded by: Mr. Bill Fletcher

Voting

Unanimously Approved

VI. PUBLIC COMMENT - 6 P.M.

The following individuals offered public comments to the Board;

- Kevin Sisson

VII. CONSENT ITEMS

Motion made by: Mr. Keith Sutton

Motion seconded by: Mrs. Susan P. Evans

Voting

Unanimously Approved

i. APPROVAL OF MEETING MINUTES

ii. FINANCE

a. GIFTS TO THE SYSTEM

b. REPORT OF ADMINISTRATION APPROVED CONTRACTS

c. BUDGET AMENDMENTS AND TRANSFERS, 2013-2014

d. RENEWAL OF WORKERS' COMPENSATION THIRD-PARTY CLAIMS
ADMINISTRATION

e. STUDENT LAPTOP COMPUTER INSURANCE FUNDS

- f. EMPLOYEE LAPTOP COMPUTER INSURANCE FUNDS
- g. SELF-INSURED DENTAL PLAN
- iii. FACILITIES
 - a. COMMODITY FOOD PROCESSING SERVICES: BEEF AND TOMATO PASTE PRODUCTS FOR CHILD NUTRITION SERVICES
 - b. CHANGE ORDER NO. 2: APEX FRIENDSHIP HIGH
 - c. CHANGE ORDER No. 9: GREEN HOPE HIGH SCHOOL
- iv. SCHOOL PERFORMANCE
 - a. CALENDAR CHANGE FOR VERNON MALONE COLLEGE AND CAREER ACADEMY AND WAKE EARLY COLLEGE OF HEALTH AND SCIENCES (WECHS)
 - b. GRANT PROPOSALS
 - c. POLICY 5530 PROMOTION AND INTERVENTION, SECOND READING
 - d. Policy 5500 MUTLI-TIERED FRAMEWORK FOR ACADEMIC ACHIEVEMENT, SECOND READING
 - e. PRE-K TUITION FEES FOR MONTESSORI PROGRAM
- v. HUMAN RESOURCES
 - a. RECOMMENDATION FOR EMPLOYMENT
 - b. REQUEST FOR LEAVE(S)
- vi. POLICY
 - a. BOARD POLICY 2311: INCLEMENT WEATHER PROCEDURES
 - b. BOARD POLICY 2312: EMERGENCY PROCEDURES
- vii. BOARD
 - a. BOARD ADVISORY COUNCIL NOMINATIONS
 - b.

VIII. ACTION ITEM

- i. TE 21, INC., /CASE 21
 Todd Wirt, Assistant Superintendent for Academics highlighted adjustments to the contract. Dr. Wirt shared that feedback from principals was received at the April Principal's Meeting. Staff used the Superintendent's Teacher Advisory group as well to receive feedback.

Based on the feedback received, staff removed the first quarter bench mark in English/Language Arts in second through fifth grade and eliminated the use of the benchmarks at the high school level.

Board members thanked staff for listening to the concerns of the Board, parents, and teachers and reducing some of the standardized testing where the district had the option to do so.

Motion made by: Mr. Bill Fletcher

Motion seconded by: Ms. Monika Johnson-Hostler

Voting

Unanimously Approved

IX. CLOSED SESSION

The Board went into Closed Session at 6:07 p.m. to consider confidential personnel information protected under G.S. 143-318.11 (a)(6) and 115C-319, to consult with the Board of Education attorney and preserve the attorney-client privilege as provided in G.S. 143-318.11 (a)(3), to consider confidential student information protected under G.S. 115C-402 and the Family Educational and Privacy Rights Act, 20 U.S.C. 1232g, and to establish or give instructions concerning the Board's negotiating position related to a potential acquisition of real property, as provided in G.S. 143-318.11 (a)(5).

Motion made by: Mr. Bill Fletcher

Motion seconded by: Dr. Jim Martin

Voting

Unanimously Approved

X. ACTION ITEMS CONTINUED

XI. HUMAN RESOURCES

i. RECOMMENDATION FOR ADMINISTRATIVE APPOINTMENT(S)

Doug Thilman, Assistant Superintendent for Human Resources presented the Human Resources report to the Board. Upon proper motion and second the Board voted unanimously to approve the Human Resources Report.

XII. ADJOURNMENT

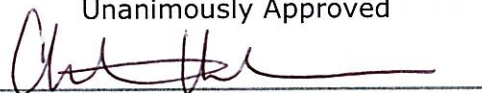
With no further business coming before the Board, the meeting adjourned at 6:55 p.m.

Motion made by: Mr. Keith Sutton

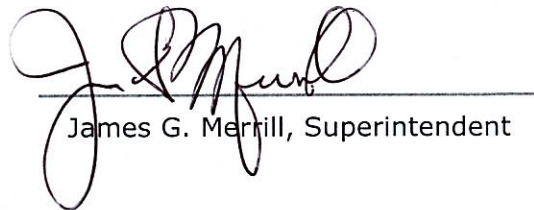
Motion seconded by: Mr. Kevin L. Hill

Voting

Unanimously Approved



Christine Kushner, Chairperson



James G. Merrill, Superintendent



Melissa Allen, Recording Secretary

Wake County Schools
Meeting Minutes

Board of Education Work Session
8/5/2014 2:00:00 PM

Board of Education Work Session
August 5, 2014
2:00 P.M.
Christine Kushner, Chair

Attendees:

Christine Kushner, Board Chair
Tom Benton, Vice Chair
Monika Johnson-Hostler, Board Member
Kevin L. Hill, Board Member
Keith Sutton, Board Member
Jim Martin, Board Member
Zora Felton, Board Member
Susan P. Evans, Board Member
Bill Fletcher, Board Member

Other Attendees:

James G. Merrill, Superintendent
Marvin Connelly
Cathy Moore
David Neter
Tim Simmons
Lloyd Gardner
Todd Wirt
Mark Winters
Brad McMillen
Rodney Trice
Darryl Hill
Dani O'Quinn
Jonathan Blumberg, Board Attorney
Melissa Allen, Board Relations Specialist

I. Set Up

Chairwoman Kushner called the Work Session to order at 2:00 p.m.

- i. Welcome/ Chair's Comments
- ii. **CONSTRUCTION MANAGEMENT AT RISK JUSTIFICATION**
Joe Desormeaux, Assistant Superintendent for Facilities and Mark Forestieri, Wake County Facilities Design & Construction presented information to the Board.

Mr. Forestieri presented information regarding the delivery methods for public construction. Mr. Forestieri began his presentation by sharing the history of public delivery methods in North Carolina. The recent State law changes on construction delivery methods - HB 1043 were shared. Both the traditional delivery method (single-prime and multi-prime contracts) and the more recent allowed methods were shared which include,

- Construction Manager at Risk
- Design/Build
- Other Contracting Methods

Mr. Desormeaux reviewed the features of the Construction Manager at Risk Delivery Method and the Single Prime Contractor.

Previous Wake County Public School System cost experiences were shared as well as the Construction Manager At-Risk Selection process.

Mr. Desormeaux then shared delivery method general advantages and the CIP 2013 Wake County School Practices that are recommended for Construction Manager -At Risk projects and the Single Prime Contracting method.

Board Members asked clarifying questions regarding the Construction Manager At Risk option compared to the Single Prime option, ensuring that the new law is complied with, and assisting firms with making the transition from being a Single Prime Contractor to a Construction Manager At Risk.

iii. STRATEGIC PLAN FOCUS GROUP AND SURVEY RESULTS

Dr. Marvin Connelly, Chief of Staff and Strategic Planning shared that the district sought input during Phase I of the development of the new strategic plan through focus group sessions and a survey. Input was sought on what the priorities needed to be for the district, how the community envisions the future, and the communities' beliefs around how the district should prepare students for the future.

Over one hundred stakeholders participated in the focus group sessions, external as well as internal stakeholders and over 11,000 participants completed the survey online.

Ms. Peggy Moulton-Abbott from Issues and Answers, Inc. shared that the questions were asked on a completely open-ended, unaided basis. A total of 105 stakeholders participated; the respondent cohorts included the Board, Board Advisory Councils, former students who were college bound, traditional current students, former students on other tracks, alternative students, parents who had children in the school system, and parents who live in the county but do not have their children in the school system, business leaders, teachers, principals and assistant principals, community

groups, and central office staff.

The results were reviewed with the Board.

Dr. Connelly shared that the full report will be available on the school system's website. Next steps include the Town Hall Forum on August 6th at 7:00 p.m. at the McKimmon Center where the community will be asked to prioritize the ten emerging themes.

Dr. Tony Wagner discussed the report with the Board.

After the Community Forum tomorrow, a Strategic Planning Work Team will begin work on a recommendation that will be brought to the Board in December.

Moving forward, the Strategic Planning Work Team will have a Co-Chair approach with Mr. Phil Kirk and Marvin Connelly Co-Chairing the Work Team.

The Board recessed at 4:25 p.m. The Board returned to the Work Session at 4:45 p.m.

iv. SELF-INSURED DENTAL PLAN

Mark Winters, Finance Officer, shared that a request for proposal was released in April 2014. A cross-functional committee was developed to review and evaluate the proposals.

Several factors were included in the evaluation process. Staff will be recommending the company Emeritus for the self-insured dental plan based on the two major categories of cost savings and benefit improvements.

Mr. Winters shared that with the new plan that is being recommended, the District continues to keep all the current benefits and has an in-network savings of 9.5%. A passive network plan will allow an employee to go to a network if they desire or they can continue to go to the dentist they currently use. No change is needed.

With the passive preferred network, individuals will be able to make any choice they want without dental coverage being impacted. An employee bonus of up to \$100 additional total claims can be earned by using an in-network dentist. Emeritus also offers a carryover reward.

Employee enrollment will take place in October with January 1, 2015 being the start date.

Board members asked clarifying questions.

v. 2014-15 OPERATING BUDGET UPDATE

David Neter, Chief Business Officer, began with a teacher salary update.

The \$33,000 minimum starting salary is in the final budget to represent the 7.1% increase. Teachers at the top of the salary scale will not see an increase, but they will receive a \$1,000 annual bonus paid on a monthly basis. Longevity is now built into the salary schedule for teachers only.

For Master's Pay, if a Master's Degree was completed prior to July 1, 2014, teachers are eligible; if a teacher has taken at least or completed at least one course by August 1, 2013, upon completion of the Master's degree, the teacher is eligible; the in-field requirement has been removed. Master's incremental salary and National Board salary calculations have been changed.

Mr. Neter then reviewed benefit rate changes. The employer retirement contribution rate increased and there is a slight decrease in the employer health insurance contribution rate.

Mr. Neter shared estimates of funding associated with the new state budget. There is an estimated \$8.8 million increase in funding for teachers. There is a \$9 million decrease in teacher assistant funding. Staff's estimate of the final state budget is that there will be a \$520,000 funding cut for transportation.

Mr. Neter shared that there will be a \$100,000 decrease in central office staff funding and a \$740,000 decrease in At-Risk funding. There is a \$90,000 estimated increase in textbook funding. The estimated funding requirement associated with the compensation and benefit changes is \$10.1 million.

Mr. Neter shared that there is a \$12.6 million dollar funding gap in the Board's budget and there is a \$10.2 million for what was 2.5% State legislated compensation change for growth and expansion programs and investment in core business. The County did approve a \$10.2 million funding increase for the school system. There are still gaps that have to be closed, staff is looking at using one-time non-recurring funding to meet the needs of recurring expenditures.

The increase in \$10.2 million could be used to meet the State changes but there would need to be other budget reductions or use of one-time funding to close the gap which would in turn leave no local funding for growth or the expansion/investment in core businesses or other needs.

Mr. Neter shared that funding was included for Wake County Public Schools and other districts across the state for the early college partnerships. Funding is not included in the State budget for tuition reimbursements with the college. College tuition for credits would have to be funded.

Mr. Neter shared that there is \$1 million statewide funding for differentiated pay for teachers.

Of the remaining funding for teacher assistants, \$25 million is non-recurring. Schools are now required to have two emergency Epi-pens in each school; no funding is being provided.

Mr. Neter shared that Senate Bill 744, Section 64B, changes how ADM is built into the base budget. Until now, projected ADM increases were automatically built into a continuation budget; which then allowed DPI each spring, based upon the projected ADM growth to allot resources to school districts with increased funding for increased number of students; the new provision says that ADM increases over prior years are no longer included in the continuation budget. School districts with year over year ADM increases will not receive increased planning allotments. Funding with ADM growth will now compete with all other budget needs across the state. Districts will not know until the state budget is adopted if the district will receive any increase in funding for ADM growth.

Next steps include staff assessing the impact and developing recommendations on closing the budget gaps and how to make adjustments from the Board's Proposed Budget to get down to the actual state funding for the year. Recommendations will be brought to the Board, until then, the District will continue to operate on an Interim Budget.

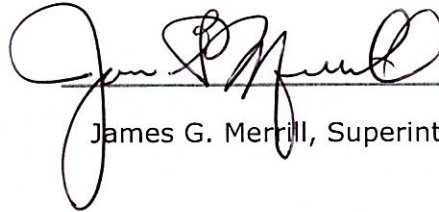
Board members made comments regarding the budget.

II. Closure

The Board adjourned the Work Session at 5:32 p.m.



Christine Kushner, Chairperson



James G. Merrill, Superintendent



Melissa Allen, Recording Secretary