

**ORANGE COUNTY
BOARD OF EDUCATION
AGENDA ITEM ABSTRACT**

Meeting Date: May 28, 2014

**AGENDA
ITEM No.** 14-05-(2)-13

ACTION ITEM: (Y/N) N

SUBJECT: Contract Agreement for School Security

INFO. CONTACT Dr. Amanda Hartness / Mike Gilbert **PHONE:** 919-732-8126

ATTACHMENT: 1. Agreement between The Office of the Sheriff of Orange County and the Orange County Board of Education

PURPOSE: The purpose of this item is to allow the Board of Education the opportunity to approve the Agreement with the Orange County's Sheriff's Department related to School Resource Officers and Reserve Officers who provide school security.

BACKGROUND: The attached agreement has been revised to provide an updated agreement between the Orange County Sheriff's Department and the Board of Education. The Orange County Sheriff's Department provides School Resource Officers (SROs) in grades 6 – 12, and Reserve Officers in grades Pre-K – 5. The existing agreement covers information related to the School Resources Officers in the secondary schools but does not address the Reserve Officers at the elementary schools. The new agreement provides extensive details about the school security program, including:

- Detailed information about officer assignments to the elementary, middle and high schools, as well as detailed duties of officers and school staff in the administration of the SRO program.
- A provision that officers will attend trainings on school-based issues conducted by OCS staff and legal counsel.
- Provisions about the process that the OCS can use to request the removal of an officer who has demonstrated ongoing performance concerns.

Additionally, the North Carolina General Assembly approved funding in their 2013-2015 biennial budget for school systems who applied for and received grant funding to assist in the cost of school security. Orange County applied for and received \$160,000 for each year 2013-14 and 2014-15, for a two year total of \$320,000.00.

The agreement has been reviewed by counsel.

FINANCIAL IMPACT: The annual cost for the agreement is estimated at \$380,000.00 per year. The cost is broken down as follows:

School Resource Officers: \$180,000 per year
Reserve Officers: \$200,000 per year

Grant funding will cover \$160,000 per year (2013-14 and 2014-15) of the cost of the security services being provided.

RECOMMENDATION: The Superintendent recommends the Board of Education consider the Contract Agreement for School Security Services.

CONTRACT AGREEMENT FOR SCHOOL SECURITY SERVICES

This Agreement is made this the 28th day of May 2014, by and between the Orange County Board of Education ("Board") and the Office of the Sheriff of Orange County ("Sheriff").

WITNESSETH

WHEREAS, the Board and the Sheriff mutually recognize the potential outstanding benefits to the citizens of Orange County, North Carolina, and particularly to the students of the public school system of Orange County, North Carolina, of assigning deputies to provide security services in the public schools in Orange County, North Carolina;

WHEREAS, the Board desires to have the Sheriff provide sworn law enforcement officers to serve as Reserve Officers in the public elementary schools in Orange County;

WHEREAS, the Board desires to have the Sheriff provide deputies to serve as School Resource Officers in the public middle, high, and secondary schools in Orange County;

WHEREAS, the Sheriff is willing to provide Reserve Officers to each public elementary school in Orange County and School Resource Officers to each public middle, high and secondary school in Orange County; and

WHEREAS, it is in the best interest of the Board, the Sheriff, and the citizens of Orange County to establish the school security services 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 Board and the Sheriff do hereby agree as follows:

Article I Purpose and Scope of Agreement

This Agreement formalizes the relationship between the Board and the Sheriff in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers and the students in the Orange County Schools (OCS). A School Resource Officer Program is hereby established in the public school system of Orange County, North Carolina to promote a safe and secure environment on the campuses of the public middle schools, high schools, and secondary schools in Orange County by minimizing the potentiality of crime and violence.

In addition, Reserve Officers shall be assigned to the elementary schools in Orange County to enhance the safety and security of elementary school students and the community at large through the increased presence of law enforcement at the elementary schools.

Both School Resource Officers and Reserve Officers are, first, law enforcement officers whose primary duty is enforcement of the law. Responsibility of the conduct of law enforcement officers, both personally and professionally, shall remain with the Sheriff. Except as otherwise provided herein, School Resource Officers and Reserve Officers shall remain at all times while on any school campus subject to the general supervision of the Sheriff.

Subject to Article VI, the School Resource Officer Program and the assignment of Reserve Officers shall continue indefinitely hereafter contingent upon the availability of funds for the program; however, the parties shall revisit the terms of this Agreement annually.

Article II School Resource Officer Program

1. Duties of the Sheriff.

- a. The Sheriff shall assign a regularly employed Deputy Sheriff to serve as a School Resource Officer (SRO) to each of the schools listed on Exhibit "A" attached hereto and incorporated by reference herein. The Sheriff shall appoint a Deputy for duty assignment at each location. Any Deputy assigned to serve as a SRO shall be in good standing and have a positive work history with the Sheriff.
- b. The Sheriff shall designate a regularly employed Deputy Sheriff to supervise the School Resource Officer Program and to coordinate the functions of the School Resource Officer Program with the Superintendent or designee.
- c. The SROs shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Sheriff's Office and shall receive specific training in serving as a SRO. The Sheriff agrees to make reasonable attempts to schedule in-service trainings to minimize the SRO's absence from school on an instructional day.

2. Duties of the SRO.

- a. The SRO shall wear the Deputy Sheriff's uniform issued by the Sheriff's Office, shall be neat and well groomed, and shall maintain high visibility at all times, especially in areas of student gatherings and where incidents of crime or violence are most likely to occur.
- b. The SRO shall take appropriate enforcement action on criminal matters as necessary. The SRO shall, to the extent reasonable in the circumstances, advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken. The SRO shall notify the principal and the Sheriff as soon as possible if an investigation produced evidence of danger for any individual associated with the Orange County Schools or if there is a potential for violence at any of the schools.
- c. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of the law, except to support staff in maintaining a safe school environment. The SRO may assist with duties regularly assigned to school personnel such as lunchroom or hall duty when the SRO and principal have determined it is necessary to maintain a safe school environment. Nothing herein is intended to preclude the SRO from being available in areas where interaction with students is expected, or from attending and serving as a witness at student disciplinary hearings if requested by school officials.
- d. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the Board. The SRO will not be involved in searches conducted by school personnel unless there is reasonable suspicion that a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.

- e. To the extent they do not conflict with the rules, policies, regulations, general orders, and procedures of the Sheriff, the SRO shall comply with all laws, regulations, and school board policies applicable to employees of the Orange County Schools, 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 use of confidential student records by the SRO shall be done only with the principal's approval and as allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable Board policies and procedures. Principals shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, SROs may not inspect and/or copy confidential student records except in specific emergency situations that present imminent danger to students or other members of the community, if knowledge of personally identifiable information in such records is necessary to protect the health and safety of the student or other persons, or in any other exception as allowable under FERPA or relevant Board policies.
- f. The SRO shall remain on the school grounds during regular office hours for middle, high and secondary schools during the traditional staff (10 month) calendar for each school year. There may be occasions in which the SRO is called to assist at other schools within Orange County. The SRO is expected to leave the campus to assist in an extreme emergency (as directed only by the Sheriff or the Deputy Sheriff assigned to supervise SROs), to attend required agency functions, to perform routine maintenance on equipment, to meet with parents about student issues related to the SRO Program and to assist with difficult student transports. The principal or an administrator should be informed of any planned or unplanned SRO absence from the campus.
- g. The SRO shall be a positive role model at all times and in all facets of the job; seek to establish a rapport with staff, faculty, students, and others associated with the school; and encourage students in developing positive attitudes towards the school, education, and positive living in general. The SRO may hold conferences and interviews with students, parents, and staff and faculty members, in order to assist them with problems of law enforcement and crime prevention. Confidential information will be protected to the fullest extent of the law, unless the individual being conferenced or interviewed permits otherwise.
- h. The SRO may develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug abuse prevention and/or gang prevention education, and provide these presentations at the request of the school personnel in accordance with the established curriculum. Notwithstanding the foregoing, the parties recognize that the Board shall maintain full, final and plenary authority over curriculum and instruction in the OCS, including the instruction of individual students. The parties recognize and agree that the classroom instruction in OCS is the responsibility of the classroom teacher, and the SRO shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.
- i. The SRO may 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 in the school setting.
- j. The SRO should be familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and make referrals when appropriate.
- k. The SRO shall confer with the 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 principal will contact any other school system personnel who should be involved in such discussions.

- l. The SRO shall, whenever possible, participate in or attend school functions, in order to assure the peaceful operation of school-related programs.
- m. The SRO shall evaluate traffic flow at the school to determine what level of control is needed and, in the absence of school administration, arrange for traffic control during specified times.
- n. The SRO shall attend in-service trainings as required by the Sheriff and trainings and information sessions on topics relevant to the duties of the SRO offered by or through the OCS, so long as the scheduling of trainings offered by the OCS does not conflict with assignments from the Sheriff. Trainings and information sessions offered by the OCS shall be designed to provide additional resources relevant to the School Resource Officer program, such as the respective roles of SROs and administrators in responding to student misconduct; juvenile Miranda rules and searching juveniles at school; working with students with disabilities and special needs; student records and privacy issues; and crisis intervention, conflict resolution and mediation with youths.
- o. The SRO shall not discuss matters of school concern with anyone other than the school principal, the OCS Superintendent, or the Sheriff of Orange County, or their respective designees, unless otherwise authorized by the Sheriff or Superintendent.

3. Duties of the OCS and Board.

- a. The Board agrees to provide to each full-time SRO assigned to each school listed on Exhibit A:
 - i. Access to suitable accommodations at the school.
 - ii. A radio for use on campus.
 - iii. Reasonable opportunity to address students, teachers, school administrators, and parents about the School Resource Officer Program, goals and objectives. School administrators shall seek input from the SROs regarding criminal justice problems relating to students and school security issues.
- b. The Board acknowledges that enforcement of the OCS Code of Student Conduct is the responsibility of the school principal. The principal shall refrain from involving the SRO in the enforcement of disciplinary rules that do not constitute violations of law (including, but not limited to, conducting searches and interviews of students), except to support staff in maintaining a safe school environment.
- c. The Board acknowledges that the SRO constitutes a law enforcement presence at each school listed on Exhibit A. The Board authorizes principals to report any crimes that occur on campus to the assigned SRO in compliance with all applicable state laws and Board policies that require school officials to report criminal acts occurring on school grounds to law enforcement.
- d. The Board shall not be responsible for providing benefits (including but not limited to general and law enforcement liability insurance and worker's compensation coverage), uniforms, equipment, supplies, and law enforcement training to SROs. Further, the Board shall not be responsible for coordinating work assignments of the SROs between the various campuses; ensuring SRO compliance with directives and policies of the Sheriff; or coordinating SRO scheduling and work hours (vacation requests, sick leave, etc.).

Article III
Reserve Officers

1. Duties of the Sheriff.

- a. The Sheriff shall assign a sworn Reserve Officer to each of the schools listed on Exhibit "B" attached hereto and incorporated by reference herein. The Sheriff shall appoint a Reserve Officer for duty assignment at each location. Any sworn law enforcement officer assigned to serve as a Reserve Officer shall be in good standing with the Sheriff.
- b. The Sheriff shall designate a regularly employed Deputy Sheriff to supervise the Reserve Officers and to coordinate the functions of the Reserve Officers with the Superintendent or designee.
- c. The Reserve Officers shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Sheriff's Office and to receive specific training in serving as a law enforcement presence on an elementary school campus. The Sheriff agrees to make reasonable attempts to schedule in-service trainings to minimize the Reserve Officer's absence from school on an instructional day.

2. Duties of the Reserve Officer.

- a. The Reserve Officer shall wear the Deputy Sheriff's uniform issued by the Sheriff's Office, shall be neat and well groomed, and shall maintain high visibility to patrol the school grounds at all times during the instructional day.
- b. The Reserve Officer shall remain on the school grounds during professional staff hours at the elementary school level on days when students are present pursuant to the applicable student calendar (traditional or year-round) for each school year. The principal or an administrator should be informed of any planned or unplanned Reserve Officer absence from the campus.
- c. The Reserve Officer shall be a positive role model at all times and in all facets of the job; seek to establish a rapport with staff, faculty, students, and others associated with the school; and encourage students in developing positive attitudes towards the school, education, and positive living in general. The Reserve Officer may hold conferences and interviews with students, parents, and staff and faculty members, in order to assist them with problems of law enforcement, school safety, and crime prevention. Confidential information will be protected to the fullest extent of the law, unless the individual being conferenced or interviewed permits otherwise.
- d. The Reserve Officer shall confer with the 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 principal will contact any other school system personnel who should be involved in such discussions. The Reserve Officer shall, whenever possible, participate in or attend school functions, in order to assure the peaceful operation and safety of school-related programs.
- e. The Reserve Officer shall take appropriate enforcement action on criminal matters as necessary. The Reserve Officer shall, to the extent reasonable in the circumstances, advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken. The Reserve Officer shall notify the principal and the Sheriff as soon as possible, if an investigation produced evidence of danger for any individual associated with the Orange County Schools or if there is a potential for violence at any of the schools.
- f. The Reserve Officer shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of the law, except to support staff in maintaining a safe

school environment. Nothing herein is intended to preclude the Reserve Officer from being available in areas where interaction with students is expected, or from attending and serving as a witness at student disciplinary hearings if requested by school officials.

- g. The Reserve Officer shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the Board. The Reserve Officer will not be involved in searches conducted by school personnel unless there is reasonable suspicion that a criminal act is involved or unless school personnel require the assistance of the Reserve Officer because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
- h. To the extent they do not conflict with rules, policies, regulations, general orders, and procedures of the Sheriff, the Reserve Officer shall comply with all laws, regulations, and school board policies applicable to employees of the Orange County Schools, including but not limited to laws, regulations and policies regarding access to confidential student records, provided that Reserve Officers shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The use of confidential student records by the Reserve Officer shall be done only with the principal's approval and as allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable Board policies and procedures. Principals shall allow Reserve Officers to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, Reserve Officers may not inspect and/or copy confidential student records except in specific emergency situations that present imminent danger to students or other members of the community, if knowledge of personally identifiable information in such records is necessary to protect the health and safety of the student or other persons, or in any other exception as allowable under FERPA or relevant Board policies.
- i. The Reserve Officers shall attend in-service trainings as required by the Sheriff and trainings and information sessions on topics relevant to the duties of Reserve Officers offered by or through the OCS, so long as the scheduling of trainings offered by the OCS does not conflict with assignments from the Sheriff. Trainings and information sessions offered by the OCS shall be designed to provide additional resources relevant to the Reserve Officer program, such as the respective roles of Reserve Officers and administrators in responding to student misconduct; juvenile Miranda rules and searching juveniles at school; working with students with disabilities and special needs; student records and privacy issues; and crisis intervention, conflict resolution and mediation with youths.
- j. The Reserve Officer shall not discuss matters of school concern with anyone other than the school principal, the OCS Superintendent, or the Sheriff of Orange County, or their respective designees, unless otherwise authorized by the Sheriff or Superintendent.

3. Duties of the OCS and Board.

- a. The Board agrees to provide to each Reserve Officer assigned to each school listed on Exhibit B:
 - i. Access to suitable accommodations at the school.
 - ii. A radio for use on campus.
 - iii. Reasonable opportunity to address students, teachers, school administrators, and parents about criminal justice, safety, and school security issues relating to elementary school-aged students.
- b. The Board acknowledges that enforcement of the OCS Code of Student Conduct is the responsibility of the school principal. The principal shall refrain from involving the Reserve

Officer in the enforcement of disciplinary rules that do not constitute violations of law (including, but not limited to, conducting searches and interviews of students), except to support staff in maintaining a safe school environment.

- c. The Board acknowledges that the Reserve Officers constitute a law enforcement presence at each school listed on Exhibit B. The Board authorizes principals to report any crimes that occur on campus to the assigned Reserve Officer in compliance with all applicable state laws and Board policies that require school officials to report criminal acts occurring on school grounds to law enforcement.
- d. The Board shall not be responsible for providing benefits (including but not limited to general and law enforcement liability insurance and worker's compensation coverage), uniforms, equipment, supplies, and law enforcement training to Reserve Officers. Further, the Board shall not be responsible for coordinating work assignments of Reserve Officers between the various campuses; ensuring Reserve Officers' compliance with directives and policies of the Sheriff and applicable state laws regarding officers serving in positions classified as Reserve Officers; or coordinating Reserve Officer scheduling and work hours (vacation requests, sick leave, etc.).

Article IV

Employment Status of School Resource Officers and Reserve Officers

School Resource Officers and Reserve Officers shall remain employees of the Orange County Sheriff's Office, and shall not be employees of the Board. Selection of personnel for assignment as School Resource Officers and Reserve Officers is made by the Sheriff. The Sheriff may dismiss or reassign a School Resource Officer or Reserve Officer based upon the Sheriff's Rules, Regulations, Policies, General Orders, and Procedures and when it is in the best interest of the people of Orange County.

In the event the school principal feels that a School Resource Officer or Reserve Officer is not effectively performing his or her duties or responsibilities and should be replaced, the principal shall submit a request in writing to the Superintendent that the School Resource Officer or Reserve Officer be replaced, citing the reasons for the request. The Superintendent shall review the request and, if the Superintendent determines that the request has merit, shall forward the request to the Sheriff for consideration. Notwithstanding the foregoing, nothing in this Agreement shall prohibit the Superintendent from preventing the access of any individual to Board property if the Superintendent determines it is in the best interest of the immediate health and safety of OCS students.

The Sheriff's Office may utilize the School Resource Officer or Reserve Officer during the designated workday and term of this Agreement for duties other than set forth herein in serious emergencies as declared by the Sheriff personally. The Board agrees that it will notify the Sheriff's Office during the summer months, intersession periods (for year-round schools), on school holidays and when a School Resource Officer or Reserve Officer is not needed at the assigned school, during which periods the Board agrees the School Resource Officer and/or Reserve Officer may be used as the Sheriff deems necessary.

In the event of the resignation, dismissal, or reassignment of a School Resource Officer or Reserve Officer, the Sheriff shall provide a replacement for the School Resource Officer or Reserve Officer within a reasonable period of time, not to exceed sixty (60) days. During such interim period, the Sheriff shall assign an alternate officer to carry out the duties of the School Resource Officer or Reserve Officer until a replacement can be secured.

The Superintendent will provide feedback to the Sheriff's Office regarding the School Resource Officer Program and the Reserve Officers on an annual basis for use as the Sheriff's Office sees fit.

Article V Payment

1. School Resource Officers. The Board agrees to pay the Sheriff's Office a flat fee in the amount of \$180,000.00 for School Resource Officer assignments at OCS middle, high and secondary schools, said sum representing the actual, direct, and related costs of implementing the School Resource Officer program (i.e., salary, benefits, training, uniforms, vehicle fuel costs, vehicle maintenance, and any and all other equipment and duty gear). Total payments for School Resource Officer services provided under this Agreement shall not exceed \$180,000.00 per twelve (12) month period. The OCS shall process payment to the Sheriff's Office for School Resource Officers quarterly. Continuation of the School Resource Officer program shall be contingent upon available funding.
2. Reserve Officers. The Board agrees to pay the Sheriff's Office an amount of \$200,000.00 for Reserve Officer services provided under this Agreement. Total payments for Reserve Officer services provided under this Agreement shall not to exceed \$200,000.00 per twelve (12) month period. The OCS shall process payments to the Sheriff's Office for Reserve Officer services quarterly. Continuation of the Reserve Officer assignments shall be contingent upon available funding.

Article VI Termination of Agreement

This Agreement may be terminated by either party, with or without cause, upon sixty (60) days written notice to the other party. In the event the Agreement is terminated, compensation will be made to the Sheriff for all services performed to the date of termination. The Board shall be entitled to a pro-rated refund for that period of time when any services anticipated under this Agreement are not provided because of the termination of the Agreement. Notwithstanding the foregoing, in the event funding is not available for the continuation of this Agreement, the Board will notify the Sheriff, and this Agreement will terminate at the end of the last fiscal year for which funds were appropriated and the Board will not be in default.

Article VII 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:

BOARD

Superintendent
Orange County Schools

SHERIFF

Sheriff
Orange County Sheriff's Office

200 East King Street
Hillsborough, NC 27278
Phone: (919) 732-8126
Fax: (919) 732-8120

106 East Margaret Lane
PO Box 8181
Hillsborough, NC 27278
Phone: (919) 644-3050
Fax: (919) 732-6403

**Article VIII
Miscellaneous Provisions**

1. The parties acknowledge that the requirements of N.C.G.S. Section 115C-332.1 apply to this Agreement. The Sheriff shall conduct an annual check of all sworn law enforcement officers assigned as School Resource Officers or Reserve Officers 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. The Sheriff certifies that no individual may provide services to the Board under this Agreement if he/she appears on any of the sex offender registries.
2. It is agreed by the parties that all obligations under this Agreement shall terminate if funds for continuation are not appropriated.
3. The Sheriff and the Board 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 the other party hereto.
4. This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Orange County, North Carolina.
5. This Agreement may be modified or amended by mutual consent of both parties as long as the amendment is executed in the same fashion as this Agreement.
6. This Agreement 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 Agreement.
7. In the event that any provision of this Agreement 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.
8. The services provided by the Sheriff pursuant to this Agreement shall not violate or in any way infringe on the rights of third parties; provided, however, that nothing in this Agreement shall be construed to create any right or remedy on the part of third parties.

Page intentionally left blank. Signatures follow.

IN WITNESS THEREOF, the parties hereby execute this Agreement, this the 28th day of May 2014.

ORANGE COUNTY BOARD OF EDUCATION

By: _____ Date: _____
Donna Coffey, Board Chair

Attest: _____
Dr. Del Burns, Interim Superintendent

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

Donna Brinkley, OCS Finance Officer Date _____

OFFICE OF THE SHERIFF OF ORANGE COUNTY

By: _____ Date: _____
Lindy Pendergrass, Sheriff of Orange County

Exhibit A

**Orange County Sheriff's Office
School Resource Officer Assignments**

Middle Schools

A.L. Stanback Middle School
C.W. Stanford Middle School
Gravelly Hill Middle School

High Schools

Cedar Ridge High School
Orange High School

Secondary Schools

Partnership Academy

Exhibit B
Orange County Sheriff's Office
Reserve Officer Assignments

Elementary Schools

Cameron Park Elementary
Central Elementary
Efland-Cheeks Elementary
Grady A. Brown Elementary
Hillsborough Elementary
New Hope Elementary
Pathways Elementary