

Minutes of The Summit Charter School, Inc.

Board of Trustees

March 19, 2019

Report by: Collins Zimmer, Secretary

Voting Members Attending: Edward Cole (Chair); Ann Betty (Vice Chair); Collins Zimmer (Secretary); David Billingsley (Treasurer); Linda Quick, Sarah Chapin, Robin Tanner, Travis Boswell, Katie Bumgarner

Voting Members Absent: Scott Westendorf

Non-Voting Members and Foundation Board Members Attending: Billy Leonard (Director); Andrea Chalker (K-8 Principal); Melissa Hudson (Development Director); Kate Schelbe (Faculty Board Member); Josh Crawford (Foundation Board Chair); Marie Starkings (Business Officer)

Deputy Sheriff Dustin Nicholson was a visitor in attendance for his introduction.

There were no questions or comments made during Open Period/Public Comment.

The March 19, 2019 meeting of The Summit Charter School, Inc. Board of Trustees was called to order at 4:30p.m. with Edward Cole, Chair presiding.

All attending recited the Summit Pledge.

Approval of Minutes: Robin Tanner moved that the Minutes from the February 19, 2018 meeting be approved. The motion was seconded by Katie Bumgarner and was approved unanimously.

Deputy Sheriff Dustin Nicholson was introduced to the Board. He discussed his previous 9 years as a Patrol Deputy as well as his excitement to work with Summit Charter School in this new role.

Sarah Chapin moved to approve the School Resource Officer Memorandum of Understanding (see attached); Ann Betty seconded the motion, and it was unanimously approved.

Director's Report: Billy Leonard presented his Director's Report, a copy of which was distributed at the meeting. He addressed current student enrollment (234) and current 2019-2020 application numbers. He also shared the current success of the ongoing Parent Fund and Annual Fund.

Principal's Report: Andrea Chalker gave an update on ongoing TSS training and the Mighty Network, a professional development network our faculty can access online. She proposed next year's calendar and a change in the school operating hours and gave thoughtful reason behind her decisions followed by discussion.

Katie Bumgarner motioned to approve the new 2019-2020 calendar. Ann Betty seconded, and the motion was approved.

Katie Bumgarner motioned to approve the new school start time to 8:30am and dismissal at 3:15pm. Travis Boswell seconded, and the motion was approved.

Ann Betty motioned to approve the following: Students in grades 4-8 that score proficiency levels 1 and 11 will be given the opportunity to have a day of instruction and retest in ELA, and 5th and 8th in Science as outlined in the 2018-19 Summer Program Plan. Katie Bumgarner seconded, and the motion was unanimously approved.

Sarah Chapin motioned to approve the following: Summit Charter School's hiring policy regarding background checks will be updated in the faculty handbook to align with the Jackson County policy. Travis Boswell seconded, and the motion was unanimously approved.

Treasurer's Report: David Billingsley presented his Treasurer's Report, a copy of which was distributed at the meeting. He shared forecasts and actuals.

Robin Tanner introduced the Board to "built environment" and shared the process and her progress creating the Summit Charter Connector Trail.

Committee Reports:

- Finance: Budgeting and projection discussions will be ongoing for the next few months.
- Facilities/Safety: The SRO Memorandum of Understanding was approved during the meeting, the new K-5 playground and MS/HS recess locations are both in operation.
- Strategic Plan: Ongoing work is still being performed.
- Campus Culture/Curriculum is recruiting new members for the committee.
- Director Search: Kurt Pusch accepted the Director position.
- Annual/Parent Fund/Development: Successful fundraising efforts are underway.
- Grants: Grant-writing efforts are ongoing.
- Trustee: Nothing new to report.
- Governance: The committee is currently addressing the issues and recommendations gathered from the research and collective experience of its members on both Boards; they hope to present recommendations in the April meeting.

Other Committee/Sister Organization Reports:

- Foundation/Fundraising: Fundraising efforts are ongoing.
- Construction: Gym construction is in the final stages. Construction of the High School buildings are underway.
- SFA: Nothing new to report.

Robin Tanner shared updates regarding the Summit Connector Trail.

Ann Betty and Travis Boswell will cover a faculty appreciation meal for staff in April.

There was no other business discussed.

There was a motion to adjourn the meeting and the meeting was adjourned.

**STATE OF NORTH CAROLINA
COUNTY OF JACKSON**

SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

THIS SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING (the “MOU”) is made and effective this, the 1st day of April, 2019, by and between the THE SUMMIT CHARTER SCHOOL, INC. BOARD OF DIRECTORS (the “SCS”), and JACKSON COUNTY SHERIFF’S OFFICE (the “JCSO”) as follows:

WITNESSETH:

WHEREAS, the SCS operates Summit Charter School, a North Carolina public school located in Cashiers, Jackson County, North Carolina (also the “SCS,” as context requires); and

WHEREAS, the SCS and the JCSO desire to provide for a School Resource Officer (SRO) program at Summit Charter School; and

WHEREAS, the SCS and the JCSO desire to set forth in this MOU the specific terms and conditions of the SRO program and the services to be performed and provided by the JCSO; and

WHEREAS, the parties agree the applicable JCSO Standard Operating Procedures, and any subsequent amendments thereto, shall be and are incorporated herein by reference as if fully set forth;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- I. Term.** This Memorandum of Understanding shall have an initial term of three (3) calendar months, commencing effective the 1st day of April 2019, and concluding effective the 30th day of June, 2019, unless terminated earlier as provided herein. The parties may renew this MOU only by separate written document or addendum hereto, which must be executed by both parties.
- II. Compensation.**
 - A. For and in consideration of the JCSO providing the services described herein, SCS agrees to reimburse the JCSO for the cost of providing the services described herein as determined by the Finance Officer of Jackson County.
 - B. The Finance Officer for Jackson County shall invoice SCS periodically for compensation for services provided during the previous pay period for the JCSO, or every four (4) weeks. SCS shall pay the full amount due within thirty (30) days upon receipt of invoice. The Finance Office shall provide SCS an estimate each year of what the expected costs shall be, but SCS shall actually be billed in accordance with the actual costs incurred during each pay period, which amount may be greater or lesser than the estimate provided.

III. Goals and Objectives. The SCS, and JCSO agree upon the following goals and objectives with regard to the services to be provided pursuant to this Memorandum of understanding. The JCSO agrees as follows:

- A. To provide law enforcement for SCS during the entire school day as set by the SCS and on each day school is in session for students.
- B. Upon mutual agreement and planning, to provide law enforcement at some school sponsored extracurricular or extra-class activities occurring at school or on school property after the student instructional day. Such activities include, but are not limited to, Summit Family Association meetings, athletic events, drama performances and student band, chorus and/or orchestra concerts.
- C. To participate in educational programs and activities designed to increase students' knowledge of and respect for the law and the function of law enforcement agencies.
- D. To expect the SRO to act swiftly and cooperatively with school personnel to respond to school disruptions and criminal offenses occurring at school and on school property, including but not limited to crimes required to be reported by the Director to law enforcement pursuant to N.C.G.S. § 115C-288(g), and disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots.
- E. To provide traffic control and direction, on an as needed basis, at the beginning and end of the student day for the safety and protection of students, parents and the general public

IV. Employment, Supervision and Assignment of SROs.

- A. JCSO shall employ and assign one (1) fully trained and equipped SRO for SCS.
- B. The SRO shall be an employee of the JCSO and shall be subject to the administration, supervision and control of the JCSO, except where such administration, supervision and control are subject to the terms and conditions of this MOU.
- C. JCSO shall be responsible to pay assigned SRO's salary and to provide any and all employment benefits in accordance with the applicable salary schedules and employment practices of the JCSO.
- D. SRO shall be subject to any and all policies and practices of the JCSO, except to the extent such policies or practices are modified to comply with the terms and conditions of the MOU.
- E. JCSO shall provide Worker's Compensation for SRO when assigned and on duty at extra-curricular and/or extra-class activities occurring within the SCS.
- F. JCSO, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO, but may consult with and ask for a non-binding recommendation from the Director and SCS representative in regard to the hiring, evaluation, discipline and termination of assigned SRO.
- G. JCSO shall maintain the confidentiality of the personnel records of assigned SRO as required by applicable North Carolina law.
- H. In the event the SRO is absent from work for any reason, the JCSO's other SRO staff and/or current patrol shift will be available for any imminent issues that may arise.

V. Program Funding, Costs and Method of Reimbursement.

- A. JCSO agrees to designate, expend and utilize the funds paid by the SCS pursuant to this MOU towards employment, training, evaluation and supervision and towards employee benefits, uniforms, equipment and other operating and administrative expenses for one (1) SRO for SCS.
- B. JCSO agrees to provide assigned SRO the employment benefits provided to other similarly situated and ranked employees within the JCSO, and agrees to provide an Errors and Omission Insurance Policy to appropriately insure the JCSO and assigned SRO.
- C. JCSO shall provide for the training of assigned SRO.
- D. JCSO shall invoice SCS \$25.00 per hour, with a three hour minimum, for additional coverage at SCS extracurricular events at which SCS desires coverage that are not covered in this MOU.

VI. Operating Procedures.

- A. Basic Qualifications of SRO. The SRO assigned to SCS pursuant to this Memorandum of understanding shall meet all of the following basic qualifications:

- 1. Be a commissioned law enforcement officer;
- 2. Possess a sufficient knowledge of the applicable federal and state laws, and county ordinances, and SCS Board policies and regulations;
- 3. Be capable of conducting criminal investigations;
- 4. Possess even temperament and set a good example for students;
- 5. Possess communications skills which would enable the officer to function effectively within the school environment; and
- 6. After being provided the appropriate taser training, have the authority to carry a firearm and taser.
- 7. Achieve SRO State/and or National Certification

- B. Duties of SRO.

- 1. To provide law enforcement for and to protect lives and property of the employees, students and visitors of the SCS and the schools set forth hereinabove who are lawfully authorized to be on school and SCS property.
- 2. To enforce federal, state and local criminal laws and ordinances, and to assist school officials with the enforcement of those Board policies and administrative regulations regarding student misconduct which may also be a crime. Except for the specific situations outlined in this MOU or as required by law, at no time shall the SRO be “assigned” or otherwise perform the school administrative function of investigating student misconduct complaints.
- 3. To investigate criminal activity committed on school and SCS property and to provide information to the Director and designated SCS representatives and employees regarding off-campus crime which may be relevant to the operation of a school or the SCS.
- 4. To counsel students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the Director or the Director’s designee or by

the parents of a student; however, the SCS agrees the JCSO shall have authority to take appropriate law enforcement action as deemed appropriate by the SRO.

5. To answer questions from students and others about North Carolina criminal or juvenile laws.
6. To assist other law enforcement officers with outside investigations concerning students attending SCS.
7. Upon mutual agreement and planning, to provide law enforcement at some extracurricular or extra-class school events or functions pursuant to the attached schedule and at the request of the Director.
8. To prevent and/or detect crime, such as intrusion, entry, larceny, vandalism, abuse, fire, or trespass, occurring on school property.
9. To prevent, observe and/or detect unauthorized activity on school property.
10. To control, regulate, or direct the flow or movement of the public, whether by vehicle or otherwise, as required and necessary to assure the protection of school and SCS property; and
11. To perform other duties as set forth in this MOU or as agreed upon by the JCSO and the SCS.
12. To provide additional coverage for extracurricular events not to exceed 20 events per school year, without additional charge to SCS.

C. Chain of Command.

1. SROs shall follow the chain of command as set forth by JCSO policies and procedures.
2. In the performance of duties, the SRO shall coordinate and communicate with the Director or the Director's designee of the SCS.
3. SRO shall keep the Director informed of all crimes or reported crimes occurring on school property or at school activities occurring off campus involving students of SCS.
4. Whenever possible as determined by the SRO under the circumstances, the SRO shall orally or by telephone notify the Director or the Director's designee prior to removing a student or staff member from school property. If notice is not possible prior to arrest or removal, the SRO shall notify the Director or the Director's designee of such arrest or removal as soon as possible after the arrest or removal and, without exception, on the same day of such arrest or removal. All questions from parents regarding the arrest or removal of students from school property will be forwarded to the SRO who shall answer such questions to the extent allowed by applicable law.
5. The SRO shall notify the parent(s) of any student arrested or removed from school due to the commission of a crime.
6. The SRO shall notify the Director or the Director's designee of any reported crimes which occur off campus but may have an impact on the normal operation of the school day.

D. Training/Briefing.

1. The SRO shall be required to attend training and briefing sessions as scheduled by the JCSO or the SCS. Briefing sessions will be conducted to provide for the

exchange of information between the JCSO, SRO and, where appropriate, the SCS.

2. Training sessions will be conducted by the JCSO to provide SRO with appropriate in-service training.
3. The SCS agrees to provide and will provide training for SRO on applicable and relevant SCS policies, regulations and procedures.
4. JCSO agrees to schedule and provide necessary training for SRO on dates in which school is not in session for students. In the event a training session for an assigned SRO is required during the normal school day for students, the JCSO's other SRO staff and/or current patrol shift will be available for any imminent issues that may arise. JCSO agrees to provide or to require SRO to complete training on dealing with special populations as offered during Basic Law Enforcement Training and/or training on law enforcement and autism sponsored by the North Carolina Department of Public Instruction.

E. Supplies and Equipment.

1. Uniform and Equipment. The JCSO shall provide SRO with the needed uniform and equipment. The JCSO shall have sole authority to update such list of uniforms and equipment and shall provide revised lists to the SCS, such updated lists which shall then become incorporated by reference herein as if fully set forth.
2. Office Supplies. The JCSO agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of duties. SCS will set aside an area for use as the SRO's office.
3. Training Materials. The JCSO agrees to provide and shall provide each SRO with the usual and customary training materials for law enforcement officers.

F. Transporting Students. SROs shall not transport students or others in personal vehicles under any circumstances. SRO is to transport students in law enforcement vehicles only as such transportation is necessary to carry out a law enforcement function incident to arrest, detention, or otherwise within JCSO policy or procedures. SRO shall not transport students to their homes as a result of parents' refusals to retrieve a student from school, but may accompany an SCS employee who is transporting a student to the student's home.

G. Investigation, Interrogation, and Arrest Procedures.

1. JCSO agrees to comply with applicable federal and state laws, rules, regulations and court decisions, as well as standard law enforcement practices with respect to the investigation of crimes and interrogation of students and employees and arrest of students at school or school activities.
2. JCSO agrees to provide to the SCS and assigned SRO a copy of its Standard Operating Procedures relevant to investigation, interrogation, and arrest of students and employees.

3. The SCS agrees to provide to the JCSO and each assigned SRO with a copy of its procedures regarding the investigation, interrogation, and discipline of students and employees for acts of misconduct in violation of school policy and state and federal law.
4. JCSO agrees that SROs will not ask any SCS employee to give parental consent for student interviews conducted at school in relation to outside law enforcement investigations, if such consent is necessary, because SCS employees cannot lawfully provide such consent. All questions from parents regarding interviews of students related to outside law enforcement investigations will be referred to the SRO for response to the extent allowed by applicable law.
5. In the event of a conflict between the two agency's procedures, the parties agree to make a good faith effort to work out the differences to the extent possible.
6. JCSO agrees that SRO will work with the school to avoid disruptions to the academic process incident to investigations, interrogations and arrest.
7. It is specifically understood and agreed neither party has any desire or intent to adopt any procedures that is in violation of any law.

H. Search Procedures. If an SCS official has reasonable suspicion to suspect a search of a student or a student's possessions will discover evidence that the student has violated or is violating the law, Board policy or school rules, the school official may search the student and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's control. When requested by school officials, the SRO, to the extent allowed by JCSO practice and procedures, shall assist with the search in order to protect the safety of all persons involved in the search. If the search uncovers evidence of criminal misconduct, the evidence will be held for or turned over to the SRO.

I. Reporting of Crimes. If a school administrator's investigation of student misconduct uncovers evidence of a crime listed in N.C.G.S. § 115C-288(g), the school administrator shall notify the SRO, the student's parent/guardian and the Director. Nothing herein is intended to prohibit a school administrator or other employees from reporting any other crime that occurs at school or a school activity to the SRO.

J. Bomb Threats. SCS representatives and employees, the JCSO, the assigned SRO and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat. In all cases, such incidents shall be reported by the Director or his/her designee to the Director and to the assigned SRO.

K. Controlled Substances.

1. The Director or his/her designee shall notify the SRO in all cases involving the possession, use, sale or distribution of alcohol or controlled substances on school property or at school activities.
2. The Director or his/her designee shall turn over any alcohol, controlled substances or suspected controlled substances confiscated on school

property or at a school activity to the SRO for proper identification and eventual destruction.

3. In the event a Director or other school administrator reasonably believes a student or any other person possesses, is selling or distributing or is under the influence of a controlled substance on school property or during a school activity, the Director or his designee shall notify the SRO. The decision to file a juvenile petition or seek a criminal warrant is in the discretion of the SRO and the JCSO.
4. Use of Drug Sniffing Dog. At no additional cost to the SCS, the JCSO agrees to provide the use and services of a drug sniffing dog trained to locate controlled substances when available.

L. Riots and Civil Disorders.

1. In the event a riot or civil disorder occurs on a school campus, to the extent practicable, the Director and the SRO shall discuss and agree upon a response to the situation in a timely manner.
2. The appropriate SCS and JCSO representative shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored and shall jointly respond to inquiries.
3. If deemed necessary by SCS and/or JCSO officials, the media and the public may be restricted to an area off campus or on campus away from the disturbance until order is restored.
4. If practicable, the SRO shall consult with the Director or his/her designee regarding the need or decision to arrest and/or remove students and other persons from the campus. However, the SRO or other law enforcement official shall have the authority to arrest and remove any person who commits a crime in their presence.
5. The JCSO and the SCS agree to comply with applicable law regarding the public release of names of students arrested and removed from campus.

VII. Access to Education Records.

- A. The SCS agrees to allow SRO to inspect and copy any public records maintained by the school including student directory information.
- B. SRO and other JCSO officers may not inspect and/or copy confidential student education records except in situations where immediate disclosure is necessary to protect the health and safety of students or other individuals.
- C. In the event confidential student education records are required in an emergency to protect the health or safety of the student or other individuals, SCS representatives shall disclose to the SRO or JCSO officer only such information necessary for the SRO to respond to the emergency situation.
- D. In the event the JCSO seeks confidential student records and no emergency situation exists, the SCS shall release the requested confidential student record in accordance with the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations.
- E. After ensuring compliance with FERPA, assigned SROs and SCS officials may share a student's confidential education records and juvenile records in accordance with N.C.G.S. § 7B-3001 and the N.C.G.S. § 7B-3100

VIII. Annual Sex Offender Registry Check. In accordance with N.C.G.S. § 115C-332.1, JCSO shall annually ensure that SRO is not listed on the North Carolina and National sex offender registries. Any person listed on such registries shall not be allowed to provide services in the SCS under any circumstances.

IX. Insurance and Indemnification.

- A. JCSO agrees to purchase and maintain in full force and effect during the term of this MOU a general comprehensive liability insurance policy with coverage in an amount of not less than One Million and No/100 Dollars (\$1,000,000.00) for any acts or omissions that occur or claims that are made during the term of this MOU.
- B. The SCS agrees to purchase and maintain in full force and effect during the term of this MOU a general liability coverage agreement or insurance policy with coverage in an amount of not less than One Million and No/100 Dollars (\$1,000,000.00) for any acts or omissions that occur or claims that are made during the term of the MOU.
- C. To the extent allowed by law, the SCS agrees to hold JCSO, its employees, representatives and/or agents, free, harmless and fully indemnified from and against any and all claims, suits or causes of action arising from or in any way out of the performance of the duties of SCS employees pursuant to this MOU.
- D. To the extent allowed by law, JCSO shall hold the SCS, and its members, employees, representatives and/or agents, free, harmless and fully indemnified from and against any and all claims, suits or causes of action arising out of the performance of duties of JCSO employees pursuant to this MOU, including allegations of unfair or unlawful employment practices brought by SRO against the SCS in connection with or arising out of SRO's performance as an officer in the SRO program.
- E. To the extent allowed by law, the SCS agrees to hold JCSO, its employees, representatives and/or agents, free, harmless and fully indemnified from and against any and all claims, suits or causes of actions brought by an SRO against the SCS arising out of the intentional misconduct or negligent act of an employee of the SCS while both parties are engaged in employment activities of SCS and JCSO.

X. Assessment. The SCS shall annually assess in conjunction with the JCSO the SRO program. The SCS assessment of the SRO program is merely advisory, and JCSO retains the final authority to assess the performance of SRO. The SRO program and patrol officers of SCS will maintain reports and gather data related to SRO activity and incidents reported by regular patrol deputies on all school property or school related events. An annual report may be prepared summarizing the actions taken by SRO and the JCSO. This report may be presented to the Director and/or the Board no later than July 1 of each year and may be used for assessing the program and assessing future needs related to school safety and the SRO program. This report will adhere to all public record statutes.

XI. Auditing. JCSO agrees to provide access to public records maintained by the JCSO relevant to the JCSO SRO program and services provided pursuant to this Memorandum of understanding.

XII. Independent Contractors /No Joint venture. The SCS and JCSO are independent of one another and shall have no other relationship. Neither party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party. Nothing herein shall waive the right of JCSO, SCS or any of their respective employees to assert applicable immunities in the event of any lawsuit, including but not limited to sovereign immunity, governmental immunity, qualified immunity and/or public official immunity.

XIII. Governing Law. This Memorandum of understanding shall be governed by and construed in accordance with the laws of the State of North Carolina. Any litigation or other proceeding arising under this MOU shall be commenced in a court of appropriate subject matter jurisdiction in the State of North Carolina, with appropriate venue being Jackson County.

XIV. Notices. Any and all notices required to be sent pursuant to this MOU shall be addressed to the parties set forth below as follows:

To the SCS: Billy Leonard
Director
370 Mitten Lane
Cashiers, NC 28717
Phone: (828) 743-5755

To JCSO: Sheriff Chip Hall
Sheriff of Jackson County
401 Grindstaff Cove Road
Sylva, North Carolina
Phone: 828-586-8901

XV. Amendments. Any and all amendments or modifications to this Memorandum of understanding shall be valid only by written addendum agreed upon by mutual agreement of the parties and executed in the same form as this original.

XVI. Termination. This Memorandum of Understanding may be terminated by either party, with or without cause, upon ninety (90) day's written notice to the other party.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed the day and year first written above.

THE SUMMIT CHARTER SCHOOL, INC.
BOARD OF DIRECTORS

JACKSON COUNTY SHERIFF'S OFFICE

By: _____
Edward Cole, Chairman

By: _____
Chip Hall, Sheriff

Attest: _____
Billy Leonard, Director