

THIS AGREEMENT (the "Agreement") is made and effective this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the HAYWOOD COUNTY BOARD OF EDUCATION (the "HCPS"), the HAYWOOD COUNTY SHERIFF'S OFFICE (the "HCSO"), and other local law enforcement agencies within HAYWOOD County, specifically the Town of Canton Police Department, and the Town of Waynesville Police Department. (Hereinafter collectively referred to as Law Enforcement Agencies or "LEA's"), and agree as follows:

**WITNESSETH:**

WHEREAS, the HCPS and the LEA's desire to provide for a School Resource Officer (SRO) program at the schools named herein below;

WHEREAS, the HCPS and the LEA's desire to set forth in this Agreement the specific terms and conditions of the SRO program and the services to be performed and provided by the LEA's;

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

WHEREAS, HCPS and the LEA's from time to time, must call on and work with the Law Enforcement Agencies on matters related to school safety; and

WHEREAS, the Parties desire to agree to basic protocols in an effort to promote safe schools and to facilitate cooperation between agencies.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

- I. **Initial Term.** This Agreement shall have an initial term of one (1) school year, commencing effective the 1<sup>st</sup> day of February 2017, and concluding effective the 1<sup>st</sup> day of February, 2018.
- II. **Renewal of Term.** This agreement shall automatically renew and extend for up to two (2) additional and successive terms of one (1) calendar year unless any party provides the other with written notice of non-renewal and termination. Said notice shall be dated and provided to the other party no later than sixty (60) days prior to the end of the term.
- III. **Location of Services.** During the term of this Agreement the LEA's agree to provide one (1) SRO at the following school locations: Canton Middle/Bethel Middle (HCSO), Central Haywood High School (HCSO), Tuscola High School (HCSO), Pisgah High School (CPD), Waynesville Middle School (WPD).

**IV. Compensation.** For and in consideration of the services performed hereunder by the LEAs, the HCPS agrees to pay, in accordance with the payment schedule set forth herein below, pursuant to the LEAs individual pay scales, the following amounts for the 2016-2017 school year.

- A. One (1) Officer (Canton Police Dept.) - \$ TBD
- B. One (1) Officer (Waynesville Police Dept.) - \$ TBD
- C. Three (3) Deputies – (HCSO) - \$ TBD

**V. Goals and Objectives.** The HCPS and LEAs agree upon the following goals and objectives with regard to the services to be provided pursuant to this Agreement. Specifically, LEAs agree as follows:

- A. To provide law enforcement for each school listed hereinabove during the entire school day as set by the HCPS and on each day school is in session for students.
- B. Upon mutual agreement and planning, to provide law enforcement at some school sponsored extra-curricular and/or extra-class activities occurring at schools or on school property after the student instructional day. Such activities may include, but are not limited to, Parent Teacher Association (“PTA”) meetings, athletic events, drama performances and student band, chorus and/or orchestra concerts. Deputies/Officers permanently assigned to the SRO Program will staff these above-described events at their assigned school, and other schools within the HCPS System, as assigned by the LEAs and receive compensatory time off for the extra duty hours worked for any such event to the extent that such duty results in over-time hours worked during the work week as determined pursuant to LEAs policy. Overtime and Compensatory time will be handled according to each individual LEAs practices.
- C. Subject to agreement, outside the scope of this document, between HCPS and the LEAs regarding compensation, LEAs agree to assign additional deputies/officers outside the SRO program to provide safety and security for school sponsored events.
- D. To ensure, to the greatest extent reasonable and practical, that the SRO assigned by the LEAs to a particular school will be present during extra-curricular and/or extra-class activities.
- E. To assign SROs 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.
- F. To expect SROs 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 Principal 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.

- G. To provide traffic control and direction, on an as needed basis, at the beginning and end of the student day at the school to which each SRO is assigned for the safety and protection of students, parents and the general public.

**VI. Employment, Supervision and Assignment of SROs**

- A. LEAs shall employ and assign one (1) fully trained and equipped SRO for each school listed hereinabove, including an appropriate vehicle. This is taking into consideration that Canton Middle and Bethel Middle will only have coverage half time each, as they share 1 HCSO SRO. HCPS will provide fuel and necessary maintenance for these vehicles.
- B. At no additional cost to the HCPS, the LEAs further shall designate at least one (1) supervisor to train, manage, supervise and evaluate the performance of the assigned SROs during the term of this Agreement.
- C. The SROs and supervisor(s) shall be employees of the LEAs and shall be subject to the administration, supervision and control of the LEAs, except where such administration, supervision and control are subject to the terms and conditions of this Agreement.
- D. The LEAs shall be responsible to pay assigned SROs and supervisor(s) a salary and to provide any and all employment benefits in accordance with the applicable salary schedules and employment practices of the LEAs. LEAs will be paid monthly for the services of the SROs by the HCPS.
- E. HCPS shall have final authority to reject any assignment made by the LEAs of an SRO to a particular school.
- F. SROs and supervisor(s) shall be subject to any and all policies and practices of the LEAs, except to the extent such policies or practices are modified to comply with the terms and conditions of the Agreement.
- G. The LEAs shall provide Worker's Compensation coverage for their employees
- H. The LEAs, in their sole discretion, shall have the power and authority to hire, discharge and discipline SROs and supervisors, but agrees supervisor(s) of assigned SROs and designated supervisor(s) may consult with and ask for a non-binding recommendation from the Principal and HCPS representative in regard to the hiring, evaluation, discipline and termination of assigned SROs and supervisor(s). Each LEA will present a candidate to the school that candidate would be assigned to for consideration.
- I. The LEAs shall maintain the confidentiality of the personnel records of assigned SROs and designated supervisor(s) as required by applicable North Carolina law.
- J. In the event a SRO is absent from work for any reason, the LEAs other SRO staff and/or current patrol shift will be made available for any imminent issues that may arise. SROs should advise their SRO supervisor and school based administrator if they are to be absent from campus during regular school times. LEAs will communicate with schools as to the status of a substitute SRO or, if one isn't available, the arrangements to cover issues on campuses.

**VII. Program Funding, Costs and Method of Reimbursement.**

- A. LEAs agree that the funds designated herein shall be sufficient to employ, train, evaluate and supervise and to provide employee benefits, uniforms, equipment and other operating and administrative expenses to and for one (1) SRO for each school agreed upon herein.
- B. LEAs agree to provide assigned SROs the employment benefits provided to other similarly situated and ranked employees within the LEAs, and agree to provide, at their sole expense, an Errors and Omission Insurance Policy to appropriately insure the LEAs and assigned SROs.
- C. LEAs shall provide for the training of assigned SROs and designated supervisors.
- D. LEAs will provide patrol cars to all SRO's assigned to HCPS.
- E. Except as otherwise agreed upon, assigned SROs shall serve a term of ten (10) calendar months during this Agreement and, during the school year, shall work the same calendar schedule as teachers.
- F. LEAs agree to assign an SRO to schools hosting summer school sessions or programs such that the SRO shall perform his/her normal duties during the summer school session or other mutually agreed upon programs.
- G. LEAs shall invoice the HCPS on a monthly basis for an amount equal to ten (10), eleven (11), or twelve (12) month's salary and related employer provided benefits per assigned SRO position. Tuscola SRO position will be billed for 12 months, Pisgah High School will be billed for 10 months, and Waynesville Middle SRO will be billed for 12 months. Central Haywood High SRO will be billed for 10 months and Canton Middle/Bethel Middle SRO will be billed for 11 months, or as appropriate to the overtime hours worked by the SRO placed at that location, until the comp time has been expended.
- H. For the Pisgah High School SRO position, all hours worked over 40 hours per week will be billed by the LEA at time and one half and added to the monthly invoice as a separate pay item.

**VIII. Operating Procedures.**

- A. Basic Qualifications of SROs. SROs assigned to schools by the LEAs within the HCPS pursuant to this Agreement shall meet all of the following basic qualifications:
  - 1. Be a commissioned law enforcement officer and should have two (2) calendar years of law enforcement experience; exceptions to be approved by Sheriff or Chiefs of LEA's.
  - 2. Possess a sufficient knowledge of the applicable federal and state laws, and county ordinance, and HCPS 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.

## B. Duties of SROs

1. To provide law enforcement for and to protect lives and property of the employees, students and visitors of the HCPS and the schools set forth hereinabove who are lawfully authorized to be on school and HCPS property.
2. To enforce federal, state and local criminal laws and ordinances, and to assist school officials with school safety and/or 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 Agreement 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 HCPS property and to provide information to Principals and designated HCPS representatives and employees regarding off-campus crimes, which may be relevant to the operation of a school of the HCPS.
4. To counsel students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of a student; however, the HCPS agrees the LEAs 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 the school to which the SRO is assigned.
7. Upon mutual agreement and planning, to provide law enforcement at some extra-curricular and/or extra-class school events or functions pursuant to scheduled events and at the request of the Principal.
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 HCPS property, including the ticketing of illegally parked cars;
11. To assist HCPS's private security and company police officers when requested.
12. To perform other duties as set forth in the Agreement or as agreed upon by the LEAs and HCPS.

## C. Chain of Command.

1. Assigned SROs shall follow the chain of command as set forth by LEAs policies and procedures.

2. In the performance of their duties, SROs shall coordinate and communicate with the Principal or the Principal's designee of the school to which they are assigned.
3. Assigned SROs shall keep the Principal informed of all crimes or reported crimes occurring on school property or at school activities occurring off campus involving students assigned by the HCPS to the school in which the SRO is assigned.
4. Whenever possible as determined by the SRO under the circumstances, the SRO shall orally or by telephone notify the Principal or the Principal'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 Principal or the Principal's designee of such arrest or removal as soon as possible after the arrest or removal and, without exception, on the same day of such arrest or removal. All questions from parents 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 Principal or the Principal's designee of any reported crimes that occur off campus but may have an impact on the normal operation of the school day.

#### D. Training/Briefing.

1. Assigned SROs shall be required to attend training and briefing sessions as scheduled by the LEAs or the HCPS. Briefing sessions will be conducted to provide for the exchange of information between the LEAs, SROs and, where appropriate the HCPS.
2. Training sessions will be conducted by the LEAs to provide SROs with appropriate in-service training.
3. The HCPS agrees to provide and will provide training for SROs on applicable and relevant Board of Education policies, regulations and procedures.
4. The LEAs agree to schedule and provide necessary training for SROs on dates in which school is not in session for students. In the event a training session for an assigned SRO is required during the normal school day for students, the LEAs other SRO staff and/or current patrol shift will be available for any imminent issue that may arise.
5. LEAs agree to provide or to require all officers assigned as SROs within the HCPS 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 LEAs shall provide each assigned SRO and supervisor with the uniforms and equipment. The LEAs shall have sole authority to update such list of

uniforms and equipment and shall provide revised lists to the HCPS, such updated lists which shall then become incorporated by reference herein as if fully set forth.

2. Office Supplies. The LEAs agree to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties. To the extent possible, each school will set aside an area for use as the SRO's office.
3. Training Materials. The LEAs agree to provide and shall provide each SRO with the usual and customary training materials for law enforcement officers.

F. **Transporting Students.** SROs are to transport students in law enforcement vehicles only as such transportation is necessary to carry out a law enforcement function incident to arrest, detention, or otherwise within the LEAs policy or procedures. Except in unusual or exceptional circumstances, SROs should not transport students to or from their homes as a result of parents' refusals to transport a student to or from school. Prior to transporting a student to or from home, the SRO will consult with the school principal. The SRO may accompany a HCPS employee who is transporting a student to the student's home. SROs shall not transport students or others in personal vehicles under any circumstances. If the SROs vehicle does not have a cage or a video camera, a school employee must accompany the SRO when transporting a student.

G. **Investigation, Interrogations, and Arrest Procedures.**

1. The LEAs agree 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. LEAs agree to provide to the HCPS and each school serviced by an assigned SRO a copy of its Standard Operating Procedures relevant to investigation, interrogation, and arrest of students and employees.
3. The HCPS agrees to provide to the LEAs and each assigned SRO and designated supervisor with a copy of its procedures regarding the investigation, interrogation, and discipline of students and employees for acts of misconduct in violation of school board policy and state and federal law.
4. The LEA's agree that SROs will not ask any HCPS employee to give parental consent for student interviews conducted at school in relation to outside law enforcement investigations, if such consent is necessary, because HCPS 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 assigned to the school for a 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. The LEAs agree that SROs will work with the schools to avoid disruptions to the academic process incident to investigations, interrogations and arrests.

7. It is specifically understood and agreed neither party has any desire or intent to adopt any procedures that are in violation of any law.

H. Search Procedures.

1. If a HCPS 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 LEAs practice and procedures, shall assist with the search in order to protect the safety of all persons involved in the search. The school administrator, however, will conduct the search. If the search uncovers evidence of criminal misconduct, the evidence will be held for or turned over to the SRO.
  2. If an assigned SRO suspects that a search of a student or a student's possessions will uncover evidence the student has violated or is violating either the law, Board policy or school rules, the SRO shall report his/her suspicions to a school administrator. The school administrator will determine whether to search the student.
  3. Nothing herein shall be construed to limit the authority of an SRO, or the LEAs to perform searches of persons or property on school grounds while engaged in customary law enforcement activities as permitted by applicable law.
- 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 Superintendent. It is understood and agreed that the school administrator reporting a crime and the SRO receiving the report will sign a log to acknowledge the date, time and nature of the crime reported to local law enforcement officials. 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. HCPS representatives and employees, the LEA's, the assigned SRO and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat. In all cases, such incidents shall be reported by the Principal/designee to the Superintendent and to the assigned SRO.



**K. Controlled Substances.**

1. The Principal 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 Principal 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. Use of Drug Sniffing Dog. At no additional cost to the HCPS, the LEAs agree 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 Principal and the SRO shall discuss and agree upon a response to the situation.
2. The appropriate HCPS and LEA 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 HCPS or LEA officials, the media and the public may be restricted to an area off campus or on campus away from the disturbance until order is restored.
4. If practicable, the SRO shall consult with the Principal or his/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 LEA's and the HCPS agree to comply with applicable law regarding the public release of names of students arrested and removed from campus.

**M. Cooperation between SRO's, Law Enforcement Agencies, and Private Security.**

- a. Nothing in this section or this Agreement shall be construed to create an employer-employee relationship between the company police or private security officers used by HCPS and the LEA's. Furthermore, nothing in this section or Agreement shall be construed to give the LEA's supervisory authority over the company police or private security officers used by HCPS.
- b. In accordance with N.C.G.S. Ch. 74E, HCPS may contract with private security company to provide traffic control and security officers on school campuses and at school events.
- c. HCPS security officers, SRO's, and Law Enforcement Agencies shall cooperatively work together to provide safe and non-disruptive school environments.

- d. At times HCPS security officers may need assistance from an SRO, or other Law Enforcement Agency. When the LEAs, another SRO, or other Law Enforcement Agency responds to a call by a contracted security officer, the SRO, or Law Enforcement Agency deputy/officer, shall become the lead law enforcement officer on the scene.
- f. Should a dispute arise between an SRO, the LEA's, and HCPS's private security officers concerning the duties of any officer or the terms of this Agreement, the Parties will, in good faith, attempt to resolve any dispute. In attempting to resolve disputes, the HCPS Superintendent and the Haywood County Sheriff, or his designee, or the chief of the LEAs, or designee, shall meet to discuss the dispute and to develop protocols or procedures to address the issue if necessary.

**IX. Access to Education Records.**

- A. The HCPS agrees to allow an SRO assigned to a school to inspect and copy any public records maintained by the school including student directory information.
- B. Assigned SROs or other LEA officers may not inspect or copy confidential student education record 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, HCPS representatives shall disclose to the SRO or LEA officer only such information necessary for the SRO to respond to the emergency situation.
- D. In the event the LEA seeks confidential student records and no emergency situation exists, the HCPS 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 LEA 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.

**X. Reporting.** At the Principal's request, the SRO will provide the Principal of his/her assigned school a report in writing of arrests of students for crimes committed on school property, investigations for crimes committed on school property, and results of visits by drug sniffing dogs on school property.

**XI. Annual Sex Offender Registry Check.** In accordance with N.C.G.S. § 115C-332.1, The HCPS shall be responsible for all background and registry checks required after the initial employee review. Any person listed on such registries shall not be allowed to provide services in the HCPS under any circumstances.

**XII. Insurance and Indemnification.**

- A. LEAs agree to purchase and maintain in full force and effect during the term of this Agreement a general comprehensive liability insurance policy with coverage in an amount not less than One

Million and No/100 Dollars (\$1,000,000.00) for any acts or omissions that occur or claims that are made during the term of this Agreement.

- B. The HCPS agrees to purchase and maintain in full force and effect during the term of this Agreement 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 Agreement.
- C. To the extent allowed by law, LEAs shall hold the HCPS, 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 LEAs employees pursuant to this Agreement, including allegations of unfair or unlawful employment practices brought by assigned SROs and/or supervisor(s) against the HCPS in connection with or arising out of an SRO's or supervisor's performance as an officer in the SRO program.
- D. To the extent allowed by law, the HCPS agrees to hold LEAs, their 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 HCPS arising out of the intentional misconduct or negligent act of an employee of the HCPS while both parties are engaged in employment activities of HCPS and the LEAs.

**XIII. Evaluation.** From time to time, HCPS shall evaluate in conjunction with the LEAs, the SRO program and the performance of the SROs assigned by the LEAs. The HCPS evaluation of the SRO program and each SRO is merely advisory, and the LEAs retain the final authority to evaluate the performance of assigned SROs. The SRO officers of HCPS will maintain activity reports and gather data related to SRO activity and other crimes and incidents reported by regular patrol deputies during non-school hours and prepare an annual report in writing summarizing the actions taken by SRO deputies and the LEAs. This report will be presented to the Superintendent and the Board of Education and will be used for evaluating the program and assessing future needs related to school safety and the SRO Program.

**XIV. Auditing.** The LEAs agree to provide access to public records maintained by the LEAs relevant to the SRO program and services provided pursuant to this Agreement.

**XV. Independent Contractors / No joint venture.** The HCPS and LEAs are independent of one another and shall have no other relationship. Neither party shall have, or hold itself out as having, the right

**XVI.** 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 HCPS, LEAs 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.

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

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

To the HCPS:

Anne G. Garrett  
Superintendent, Haywood County Public Schools  
1230 N. Main Street  
Waynesville, NC 28786

To the HCSO:

Sheriff Greg Christopher  
Sheriff of Haywood County  
1620 Brown Avenue  
Waynesville, NC 28786

To the Town of Canton Police Department:

Chief Brian Whitner  
Chief of Police, Town of Canton  
58 Park Street  
Canton, NC. 28716

To the Town of Waynesville Police Department:

Chief Bill Hollingsed  
Chief of Police, Town of Waynesville  
9 S. Main Street  
Waynesville, NC 28786

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

**XX. Termination.**

- A. The HCPS will have the right to terminate this Agreement at any time if the LEAs breach any material term or condition of this Agreement and fails to cure such breach within thirty (30) calendar days after written notice of default is received by the LEAs.
- B. If any of the rights granted to the LEAs pursuant to this Agreement are materially restricted or limited during the term, then the LEAs will negotiate with the HCPS in good faith for an appropriate adjustment for the remainder of the then current Agreement term to reflect the diminution in the value of the rights granted to the LEAs pursuant to this Agreement. If the parties are unable to reach an agreement, then either party shall have the right to terminate this Agreement upon written notice to the other.
- C. The LEAs shall have the right to terminate this Agreement at any time if the HCPS breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) calendar days after written notice of default is received by HCPS.
- D. Any Party shall have the right to terminate this agreement unilaterally, for any reason, with 120 days' notice to the other party.

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

**HAYWOOD COUNTY BOARD OF EDUCATION**

**HAYWOOD COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_  
Chuck Francis, Chairman

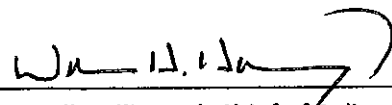
By:  \_\_\_\_\_  
Greg Christopher, Sheriff

Attest: \_\_\_\_\_  
Anne G. Garrett, Superintendent

**TOWN OF CANTON POLICE DEPARTMENT**

**TOWN OF WAYNESVILLE POLICE DEPARTMENT**

By: \_\_\_\_\_  
Brian Whitner, Chief of Police

By:  \_\_\_\_\_  
Bill Hollingsed, Chief of Police