
EXHIBIT A TO CONTRACT FOR SRO SERVICES

SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter “MOU”) effective July 1, 2021, is made and entered into by and between the New Hanover Board of Education (hereinafter “Board”), the governing body of the New Hanover County Schools (hereinafter “NHCS” or “District”), and the local law enforcement agencies (each, an “Agency” collectively the “Agencies”) on the attached signature pages.

WITNESSETH

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

WHEREAS, the Board desires to have the Agencies provide School Resource Officers to certain schools within the NHCS;

WHEREAS, the Agencies and their governing bodies are willing to provide School Resource Officers to certain schools within the NHCS; and

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

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

Article I Purpose of SRO Program and MOU

This MOU outlines the goals and guiding principles as agreed to by and between the Board and the Agencies in order to foster an efficient and cohesive SRO program. The primary goal of the program is to provide for school safety and articulate the distinct, and at times overlapping, roles of school staff and SROs in responding to student misconduct as part of the SRO program. In addition, the program strives to foster positive relationships between students and law enforcement officials that further deters criminal and/or unsafe behaviors.

Article II Duties of the Agencies

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

1. Qualifications of SROs. The Agencies shall assign regularly employed law enforcement officers to serve as SROs in certain NHCS schools. Each assigned SRO will be a certified law enforcement officer by the State of North Carolina and must complete a forty (40) hour Basic School Resource Officer training curriculum developed by the North Carolina Justice Academy. If an officer does not possess requisite SRO training at the time of assignment, the Agency will ensure that the officer participates in any necessary coursework to receive the training and certification at the next available course offering and no later than one year after being assigned as a School Resource Officer. It will be the goal of the Agencies for SROs to obtain Crisis Intervention Training (CIT) through a CIT provider approved by the agency as soon as practical after being assigned as an SRO. The Agency will ensure that all SROs complete refresher training as required by state law. In addition, the Agency shall ensure that its SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Agency in addition to any training and certification required under this MOU
2. Assignment of SROs. SRO positions shall be filled by the providing Agency’s directives and selection process. SROs should have no substantiated evidence of harassment, discrimination, disproportionate minority contact, improper use of force, or other serious performance issues in their work history that would make the officer inappropriate for performing duties as a SRO. In addition, SROs should have positive experience working with youth and/or in a school setting and should be willing and able to serve as mentors for students. NHCS may provide feedback to the Agency regarding SRO selection. The Agency shall ensure that all SROs participate in an orientation process conducted in collaboration between the Agency and the NHCS to provide an overview of the School Resource Officer Program and review NHCS policies and procedures.
3. SRO Work Hours and Absences. The Agencies shall not utilize the SROs during the designated workday for duties other than set forth herein, except in emergency situations that necessitate removal of one or more SROs from their normal duties pursuant to this MOU. In the event a SRO is temporarily unavailable on campus due to training, illness, approved leave, court hearing, or other reasons, the Agency shall provide a replacement officer, whenever possible. The Agencies agree to use all reasonable efforts to prioritize the assignment of replacement officers at high school campus sites.

Article III Board Expectations of the SRO While Serving on Campus

4. SRO Work Hours, Uniforms and Visibility on Campus. The SRO shall remain on the school grounds during normal school hours, except when necessary to attend to a law enforcement emergency, to attend any meetings or trainings described in this MOU, or on limited occasions to attend to official law enforcement business off-campus. With the exception of emergency situations out of the SRO's control, the SRO shall give the school principal or designee reasonable advance notice of any times when the SRO is not expected to be on campus during normal school hours, and the Agency will provide replacement officers to the extent possible in accordance with Article II, Section 6, of this MOU. The SRO shall wear the official law enforcement uniform or other apparel issued by the Agency at all times while serving on District property and shall make best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur. The SRO shall, whenever possible and in accordance with guidance from the school principal or designee, participate in or attend school functions during the SRO's regular duty hours, in order to assure the peaceful operation of school related programs. Security services for extracurricular activities held outside of school hours shall be addressed through a separate contract between the Board and each Agency for law enforcement officer services.
5. SRO Mentoring and Outreach. Each SRO shall conduct himself or herself as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, and others associated with the school; and shall encourage students to develop positive attitudes towards the school, education, law enforcement officers, and positive living in general. The SRO shall be familiar with community agencies that offer assistance to youths and their families, including but not limited to mental health clinics and drug treatment centers, and shall provide information on such agencies to students, parents, and/or school administrators when appropriate. In addition, the SRO shall provide information to the school principal, students, and parents regarding additional resources offered by community agencies or the Agencies providing afterschool and summer programs and opportunities for youth.
6. Law Enforcement Actions and Safety Interventions. The SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members within the school community, while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and

policies. Use of force may be implemented pursuant to Agency procedures and protocol as well as all applicable laws, if objectively reasonable based on the totality of the circumstances, and shall not be excessive, arbitrary, or malicious. The SRO also shall, whenever possible, advise the principal when requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of those present on the school campus. Non-SRO law enforcement who are asked to report to schools for any reason, by an SRO or other official, shall, whenever possible, advise the principal when coming on campus.

- a) *Investigations and Arrests.* Criminal investigations and arrests by SROs will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests. The SRO shall promptly notify appropriate school authorities whenever a SRO asks a student questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person or compromise an ongoing criminal investigation. The SRO and the principal shall promptly notify the parent(s) or guardian of any student suspected of criminal wrongdoing, whenever an SRO conducts a custodial interrogation per North Carolina General Statute 7B-2101. SROs and school administrators shall collaborate and determine how such notice should be given in each individual circumstance.
- b) *Searches.* SROs shall be aware of and comply with all laws and standards regarding searches of persons and property while performing services pursuant to this MOU. In particular, SROs shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. At no time shall any SRO request that any NHCS employee lead or conduct a search of a student for law enforcement purposes.
- c) *Custodial Interrogations.* All custodial interrogations will be conducted in accordance with North Carolina General Statute 7B-2101. The school principal or designee must be present during the questioning unless the SRO directs otherwise for safety or investigative reasons. Presence of the principal/designee does not in any way impact the SRO's duty, if applicable in the situation, to comply with the student's Miranda or juvenile Miranda rights. At no time shall the SRO request that any NHCS employee act as an agent of the SRO or law enforcement in any interrogation.

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- d) *Non-school Investigations.* Law Enforcement Officers should refrain from questioning students at school regarding non-school related matters unless the Law Enforcement Officer has a warrant or unless questioning, searching or arresting a student on school property at that time is necessary, in the discretion of the SRO, for the success of a law enforcement investigation or to prevent injury or crime.
7. School Discipline. The school administrator shall be solely responsible for implementing the student Code of Conduct and discipline policies. The school administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules. The SRO should generally not have any further involvement in routine disciplinary matters, such as tardiness, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behaviors and other similar minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the physical safety of staff, students, or others in the school environment.
- a) *Searches.* The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless their assistance is requested by school personnel to maintain a safe and secure school environment.
- b) *Interrogations.* The SRO will not be involved in questioning of students initiated and conducted by school personnel in disciplinary matters unless requested by the school personnel to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his or her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively question students.
8. Joint Law Enforcement and School Discipline Investigations. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g., when both the school administration and SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work in tandem. In such events, the criminal investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing. The SRO shall also adhere to all appropriate laws and standards governing law enforcement investigations and not assume
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that laws and standards that govern school disciplinary investigations will also apply to him or her in the course of conducting a criminal investigation.

9. Confidentiality; Access to Student Records. The SRO shall comply with all applicable laws, regulations, and BOARD policies, including but not limited to laws, regulations and policies regarding access to confidential student records, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The SRO may have access to confidential student records or to any personally identifiable information of any NHCS student as defined in 34 CFR 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable BOARD policies and procedures. SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student or for general nonspecific purposes. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:
- a)* The SRO is acting as a “school official” (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, a SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or designee has requested the SRO’s assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts.
 - b)* The SRO has written consent from a parent or eligible student to review the records or information in question.
 - c)* The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person’s health or safety.
 - d)* The disclosure is made pursuant to a valid subpoena or court order, provided that advance notice of compliance is provided to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.
 - e)* The information disclosed is “directory information” as defined by Board Policy 8700, and the parent or eligible student has not opted out of the disclosure of directory information.
 - f)* The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable NHCS policies and procedures.
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10. Development of School Safety Plans. The SRO shall report any safety concerns to the school principal and or designee and shall confer with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The school principal will contact any other school system personnel who should be involved in these discussions.

Article IV Duties of the Board and the NHCS

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

Article V Financing the School Resource Officer Program

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

services. Notwithstanding the foregoing, continuation of the School Resource Officer Program shall be contingent upon available funding from the NHCS and the Agencies.

In the event the Board and the governing board of an individual Agency are unable to agree on a separate service contract, then such individual Agency shall be relieved of any and all obligations hereunder, and such Agency's execution of this MOU shall be null and void, having no further effect.

Article VI Employment Status of School Resource Officers; Suspension or Reassignment

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

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

In addition, if the District documents SRO misconduct that threatens the health or safety of students or staff, the NHCS will immediately notify the SRO supervisor and provide copies of such documentation, and the Agency shall promptly remove the SRO from serving NHCS until the completion of the Agency's review of the misconduct, consistent with the Agency's policies and ordinances and this MOU.

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

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

Article VII Term and Termination of MOU

The term of this MOU shall begin on July 1, 2021, and end on June 30, 2022, unless terminated earlier as provided herein. However, the parties shall review the terms of this MOU at least annually and may amend it at any time in writing and by mutual agreement.

Any party's participation in this MOU may be terminated by that party, with or without cause, upon sixty (60) days written notice to the other parties.

Article VIII Notice

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to each Agency at its address listed on their respective signature page, and to the Board at the address listed on its respective signature page. The Agency shall conduct criminal background checks on each of its employees who, pursuant to the Agreement, engaged in any services on Board property or at Board events.

Article IX Miscellaneous Provisions

1. Sex Offender Registry and Criminal Background Checks. The parties acknowledge that the requirements of G.S. 115C-332.1 apply to this MOU. The Agency shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, The North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry, and certifies that it no individual appearing on any such registry shall be assigned as, or provide services pursuant to this Agreement as, an SRO. The Agency shall also conduct criminal background checks
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on each of its officers who shall be assigned as, or provide services pursuant to this Agreement as, an SRO. The Agency shall not assign an officer to provide services pursuant to this MOU if said officer has been convicted of a felony or any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person or if said officer has engaged in any crime or conduct indicating that the officer may pose a threat to the safety or well-being of students or school personnel. The Agency agrees to conduct the background checks articulated above no earlier than 30 days prior to provision of services articulated in this Agreement, to maintain documentation of the checks, and to provide such documentation of the checks to the District upon its request. The Board reserves the right to prohibit any individual officer of the Agency from providing services on Board property or at Board events if the Board determines, in its sole discretion, that such officer poses a threat to the safety or well-being of students, school personnel or others, or that the officer has not undergone the background checks articulated in this Paragraph.

2. Relationship of Parties. The Agencies 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 any other party hereto. Each Agency maintains control over its personnel and any employment rights of personnel assigned under this MOU shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.
3. Governing Law; Venue. This MOU shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be New Hanover County, North Carolina.
4. Amendments and Modifications; Additional Policies and Procedures. This MOU may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOU. Notwithstanding the foregoing, the parties may develop additional policies and procedures by consent to implement this MOU, including but not limited to policies and procedures regarding reporting requirements and sharing information between NHCS and the Agencies. Further, each party may develop internal policies and procedures to implement their respective obligations under this MOU.
5. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this MOU.

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6. Severability. In the event that any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
 7. No Third Party Benefits. There are no third-party beneficiaries to this MOU. Nothing in this MOU shall create or give to third parties any claim or right of action against an Agency or a SRO.
 8. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an “original.”
 9. E-verify. All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, “Verification of Work Authorization,” and will provide documentation reasonably requested by the other demonstrating such compliance.
 10. Authority to Enter Contract. The person(s) executing this Agreement on behalf of any party to it has authority to do so as an official, binding act of the party.

The New Hanover County Sheriff’s Office, with a mailing address at 3950 Juvenile Center Road, Castle Hayne, NC, 28429, hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) with the New Hanover County Board of Education, effective July 1, 2021.

Sheriff, New Hanover County Sheriff’s Office

Date

The City of Wilmington/Wilmington Police Department, with a mailing address at P.O. Box 1810, Wilmington, NC, 28404, hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) with the New Hanover County Board of Education, effective July 1, 2021.

Chief of Police, Wilmington Police Department

Date

City Manager

Date

The New Hanover County Board of Education, with a mailing address at 6410 Carolina Beach Road, Wilmington, NC, 28412, hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU), effective July 1, 2021.

Julie Varnam, Asst. Superintendent Student Support Services
Superintendent Designee

Date