
**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 Wake County Board of Education (hereinafter “WCBOE” or “Board”), the governing body of the Wake County Public School System (hereinafter “WCPSS”), and the local law enforcement agencies (each, an “Agency” collectively the “Agencies”) on the attached signature pages.

WITNESSETH

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

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

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

WHEREAS, the parties are committed to engaging in meaningful dialogue and ongoing monitoring of the operation of the program, both to ensure consistent implementation of the principles articulated herein and achievement of the School Resource Officer Program goals;

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

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

**Article I
Purpose and Governing Principles**

This MOU outlines the goals and guiding principles as agreed to by and between the Board and the Agencies in order to foster a more effective relationship between schools and law enforcement, using officers specifically trained to respond to the unique needs arising within the school setting, than can be accomplished through regular law-enforcement services. This program should provide an efficient and cohesive program that will build a positive relationship between law enforcement officers, school administrators, families and the students in the Wake County Public School System. A School Resource Officer Program (“SRO Program”) is hereby

established in the public school system of Wake County, North Carolina to promote a safe and secure environment on the campuses of the Wake County Public School System. The ultimate goal of the SRO Program is to provide a safe, inclusive and positive learning environment for all students and educators. The Parties recognize that the success of the SRO Program in achieving these goals hinges, in large part, on communication and collaboration among the parties and consideration of recommendations regarding the role of law enforcement in schools arising from federal, state, and local bodies and organizations (e.g., U.S. Department of Education, and the Governor’s Task Force for Racial Equity in Criminal Justice).

WCPSS strives to foster a safe, welcoming, and inclusive environment for all students, staff, and other members of the school community. The purpose of the SRO program is to support WCPSS in achieving this goal by providing law enforcement officers who are specifically trained to anticipate, understand, and respond to the unique needs arising from students of varying ages and within the school setting, while recognizing that sworn police officers have constitutional, statutory and professional standards by which they are bound. The Parties shall administer the School Resource Officer Program established under this MOU without discrimination against any person on the basis of race, religion, color, sex, national origin, marital status, age, disability, sexual orientation, gender identity, political affiliation, or genetic information. In particular, under no circumstances will any representative of any of the parties engage in any conduct in violation of state or federal anti-discrimination law or Board policies addressing discrimination in their interactions with students, including but not limited to any retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

Article II Duties of the Agencies

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

1. Qualifications of SROs. The Agencies shall assign regularly employed law enforcement officers to serve as SROs in certain WCPSS schools. Each assigned SRO will be a certified law enforcement officer by the State of North Carolina and must complete a forty (40) hour School Resource Officer training curriculum developed by the North Carolina Justice Academy, delivered by a trainer approved by the North Carolina Criminal Justice Education and Training Standards Commission, and Crisis Intervention Training (CIT) certification through the Wake County CIT training program at Wake Tech, or other CIT provider approved by the Agency. If an officer does not possess SRO training and/or CIT certification at the time of assignment, the Agency will ensure that the officer participates in any necessary coursework to receive the training and certification at the next available course offering and no later than one year after being assigned as a School Resource Officer. The Agency will further ensure that all SROs complete refresher training as required by state law.
2. Assignment of SROs. The Agency shall have the ultimate responsibility for selection and assignment of SRO Candidates to specific positions but will consider the input of WCPSS as described herein.

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- a. *Identification and Assignment of SRO Candidates.* Candidates for SRO positions shall be identified and assigned to specific schools by the providing Agency's leadership. Recommended SRO candidates should have no substantiated evidence of harassment, discrimination, disproportionate minority contact, improper use of force in their work history, nor should they have any other serious performance issues in their work history that would make the officer inappropriate for performing duties as a SRO. By assigning candidates to specific SRO positions, Agency leadership certifies that SROs meet these criteria. Additional qualifications for recommended SRO candidates include positive experience working with students or in a school setting and a willingness to serve as mentors for students.
- b. *Input on SRO Candidates.* WCPSS may provide the Agency with a list of optimal characteristics and qualifications for SRO Candidates, and the Agency will take this information into account when selecting and assigning SRO candidates. In addition, in the event of an SRO vacancy at a specific school, the Director of Security, in consultation with the school principal, may provide the Agency with information regarding the school's needs and desired characteristics of an SRO, and the Agency will take this information into account when assigning an SRO to that school.
- c. *Post-Selection Feedback and Procedures.*
- i. The Agency will be responsible for any selected SROs' participation in an orientation process conducted in collaboration between the Agency and WCPSS to provide an overview of the School Resource Officer Program and review WCPSS policies and procedures.
 - ii. WCPSS may provide feedback to the Agency regarding SRO selection. To the extent the Director of Security, either independently or following consultation with the school principal, has any concerns regarding qualifications of an SRO or the assignment of an SRO to a specific school, the Director of Security shall communicate those concerns to Agency leadership. To the extent permitted by law, and to the extent the Agency continues to recommend the candidate for an SRO position, Agency leadership shall provide follow-up information regarding any measures taken to address the Director's concerns. The Director of Security may also, at any time, request that another candidate be recommended in the non-preferred candidate's place by the Agency and will provide the Agency information regarding the request and the reasons therefore within five (5) days.
 - iii. WCPSS acknowledges that its actions in raising concerns about a recommended SRO or requesting that another candidate be recommended may result in an SRO position remaining vacant for some period of time. To the extent there is a delay in filling the SRO position, the District will not be charged for SRO services not provided as result of such vacancy.
 - iv. Agency and WCPSS shall not unlawfully discriminate against any SRO on the basis of race, religion, color, sex, national origin, marital status, age, disability, sexual orientation, gender identity, political affiliation, or genetic information with reference to the administration of the SRO Program and the implementation thereof, including but not limited to the identification, recommendation, selection, or assignment of any SRO, post-selection or feedback procedures, or any retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.
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3. Assignment of SRO Supervisor. Each Agency shall designate a regularly employed law enforcement officer to supervise the assigned SRO(s) and to coordinate the functions of the SRO Program with the Superintendent or designee. The duties of the SRO supervisor shall include coordinating work assignments of the SROs between various campuses; ensuring SRO compliance with directives and policies of the Agency and the WCPSS; coordinating SRO scheduling and work hours (vacation requests, sick leave, etc.); and addressing concerns and complaints regarding performance and conduct of SROs in collaboration with WCPSS and in accordance with Agency protocols.
4. SRO Trainings.
- a) Each Agency shall ensure that its SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Agency in addition to any training and certification required under this MOU.
 - b) For the SROs' minimum in-service training and certification requirements, at least four of the eight "Topic of Choice" training hours must address topics covered at the North Carolina Justice Academy's SRO training. If the North Carolina Justice Academy Law Enforcement In-Service Training topics "Topics of Choice" for the year do not include at least four hours of SRO related training, the Agency's SROs will complete the number of SRO-related training hours available.
 - c) The Agency agrees to provide documentation of the training received by its SROs to the Director of Security on an annual basis.
5. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions.
- a) The Agencies will collaborate with the WCPSS to host an annual summit of SROs and school administrators to discuss issues relevant to the SRO Program and operations. The Agencies shall require all SROs to attend the annual summit and any other WCPSS or Agency orientations and guidance sessions designed for SROs that may occur periodically during the school year during the SRO regular duty hours, so long as the scheduling of the summit and guidance sessions offered by the WCPSS do not conflict with assignments from the Agencies.
 - b) The SRO Orientation, Annual Summit, and guidance sessions shall be designed to provide resources to SROs on topics relevant to the SRO Program to foster ongoing improvement of the program, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students.
 - c) The Annual Summit will include training on the following specific issues and topics:
 - i. Levels of student conduct. The categories of student conduct established in Board Policy 4309(G) with brief description and examples of misconduct for each category;

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- ii. Case studies of specific incidents of student conduct for which intervention of an SRO is and is not appropriate, per the terms of this SRO MOU and based on review of operation of the program during the prior school year;
 - iii. Restorative practices implemented by WCPSS and expectations regarding use of such resources before referral to an SRO; and
 - iv. Mechanisms for SROs and District staff to offer feedback regarding the parties' performance and compliance with the terms of the SRO MOU.
- d) Agendas for this training shall be furnished to each Agency for review at least one week in advance of the Annual Summit.
 - e) Repeated failure of an SRO to attend the Annual Summit and any other WCPSS guidance sessions without a valid reason or proper notice may be grounds for the Superintendent to request removal of the SRO pursuant to Article VI. Other law enforcement officers who supervise SROs are strongly encouraged, but not required to attend the SRO Orientation, Annual Summit, and guidance sessions.
6. SRO Work Hours and Absences. The Agencies shall not utilize the SROs during the designated workday for duties other than set forth herein, except in emergency situations that necessitate removal of one or more SROs from their normal duties pursuant to this MOU. In the event an SRO is temporarily unavailable on campus due to training, illness, approved leave, court hearing, or other reasons, the Agency shall provide a replacement officer, whenever possible. The Agencies agree to use all reasonable efforts to prioritize the assignment of replacement officers at high school campus sites.
7. Reporting. At least quarterly, each Agency agrees to provide to the WCPSS reports of the aggregated number of referrals (reported by race, gender, offense charged, and school assignment) of WCPSS students by the SRO to the adult criminal justice system, juvenile petitions, teen court referrals, other referrals and/or referrals to the Campbell Law School mediation program.
8. Semi-Annual Feedback. The parties recognize that SRO supervisors and all law enforcement officers who provide services pursuant to this MOU are encouraged to provide feedback on the operation of the program and implementation of this MOU throughout the course of the school year. In an effort to ensure consistent monitoring and improvement of the SRO Program, at least twice during the school year – at least once prior to January 1 and at least once prior to June 1 - the SRO supervisor for each Agency shall complete and provide to the Senior Director of Security an Agency Feedback Form, as developed and provided by WCPSS and the SRO Supervisor to provide feedback pertaining to operation of the program and implementation of this MOU.

Article III

WCBOE Expectations of the SRO While Serving on Campus

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

students, and families regarding additional resources offered by community agencies or the Agencies providing afterschool and summer programs and opportunities for youth.

3. Law Enforcement Actions and Safety Interventions. The Agencies recognize that WCPSS has implemented myriad supports and services to address student misconduct, and as result, the parties do not anticipate that law enforcement intervention will be necessary in response to the majority of student misconduct. As discussed further below, the parties agree that law enforcement and SRO intervention should be limited to those incidents of student misconduct that present a threat to the school environment and are not more appropriately handled through referral to another resource (e.g., an administrator, school counselor, restorative justice-trained staff member).
- a. Levels of Student Misconduct. Board Policy 4309 (G), attached hereto as Attachment A, establishes the categories of student misconduct enumerated below; a brief description and examples are provided for each category.
- i. Level I: Violations can generally be addressed with non-disciplinary interventions or non-exclusionary discipline consequences, and except in very limited circumstances, may not result in out-of-school suspension. Offenses include but are not limited to: non-compliance with directives; inappropriate language; dress code violations; use of electronic devices; trespassing; and possession of tobacco, vaporizers, and nicotine products.
 - ii. Level II: Violations involve more serious misconduct that may warrant short-term suspension when, in the judgment of the principal or designee, non-disciplinary interventions and non-exclusionary discipline consequences are insufficient to address the behavior and its recurrence. Offenses include but are not limited to: hacking or unauthorized computer access; substantially disruptive or dangerous behavior; property damage; theft; indecent exposure or sexual behavior; threat or false threat; and aiding and abetting of a Level II, III, or IV violation.
 - iii. Level III: Violations are more severe in nature and may support long-term suspension. Offenses include but are not limited to: possession of narcotics, alcoholic beverages, controlled substances, chemicals, and drug paraphernalia; gang and gang related activity; possession of weapons, dangerous instruments, or substances; assault on a student or adult; and threats of mass violence.
 - iv. Level IV: Violations pertain to statutory prohibition on possession of “firearm” or “destructive device” on school property or at a school-sponsored event. This is always extremely serious.
 - v. Level V: Violations of this most serious level allows for permanent expulsion of WCPSS student for violation of one or more of Level II-IV rules and if statutory criteria for expulsion are met (including that the student constitutes a clear threat to the safety of other students or school staff).

b. Initiating Law Enforcement Actions and SRO Interventions.

- i. An 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. The Agencies recognize that: student misconduct categorized as Level I will rarely, if ever, constitute a threat to health or safety necessitating involvement of the SRO; student misconduct categorized as Level II may intermittently constitute a threat to health or safety necessitating involvement of the SRO; and student misconduct categorized as Levels III-V should constitute the majority of occasions when SRO intervention is necessary, per the terms of this MOU.
- j. To the extent WCPSS revises Board Policy 4309 during the term of this Agreement, the parties recognize that SRO intervention should remain limited to the circumstances described in Paragraph 3, above, and such intervention should remain rare for the most minor incidents of misconduct, per categories adopted by the school system.
- k. If the Board revises Board Policy 4309 during the term of this MOU, the Board will provide a copy of the revised Policy to the Agency. The Agency is free to submit feedback on any changes to Board Policy 4309.
 - ii. Any SRO 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.
 - iii. All law enforcement actions and SRO interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies (including Board Policy 5120, Relationship with Law Enforcement, attached hereto as Attachment B).
 - iv. Any use of force must be implemented pursuant to Agency procedures and protocol as well as all applicable laws; must be objectively reasonably based on the totality of the circumstances; and must not be excessive, arbitrary, or malicious. Agency procedures and protocols pertaining to use of force by law enforcement officers shall be consistent with the specific revisions recommended by Governor Roy Cooper's Task Force on Racial Equity in Law Enforcement (TREC), as articulated in TREC's 2020 Report¹.
- v. Agency procedures and protocols for the use of force must be provided to the District prior to commencement of the term of this MOU and within ten (10) business days of any changes to such procedures and protocols.

¹ The North Carolina Task Force for Racial Equity in Criminal Justice's 2020 Report may be accessed at the following link: https://ncdoj.gov/wp-content/uploads/2021/02/TRECReportFinal_02262021.pdf. The Task Force's recommendations for revisions to local law enforcement agencies' respective policies and procedures on use of force are articulated at pages 46-48.

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- vi. The SRO shall, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of those present on the school campus. 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 in advance before coming on campus.
- c. *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 an SRO asks a student questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person or compromise an ongoing criminal investigation. The appropriate school authorities shall promptly notify the parent(s) or guardian of any student suspected of criminal wrongdoing, whenever an SRO asks a student questions of an investigative nature or takes any direct action against any student suspected of criminal wrongdoing. SROs and school administrators shall collaborate and determine how such notice should be given in each individual circumstance. SROs shall comply with Miranda and juvenile Miranda rules whenever applicable in the course of questioning individuals suspected of criminal wrongdoing. If an SRO questions, searches, or arrests a student at school, all reasonable efforts will be made to remove the student from other students and bystanders or otherwise to not bring undue attention to the student.
- d. *Searches.* SROs shall be aware of and comply with all laws and standards regarding searches of persons and property while performing services pursuant to this MOU. In particular, SROs shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. At no time shall any SRO request that any WCPSS employee lead or conduct a search of a student for law enforcement purposes.
- e. *Interrogations.* In cases where the parent(s) or guardian cannot be reached and any questioning of a student is conducted without parental notification, the school principal or designee must be present during the questioning unless the SRO directs otherwise for safety or investigative reasons. Presence of the principal/designee does not in any way impact the SRO's duty, if applicable in the situation, to comply with the student's Miranda or juvenile Miranda rights. At no time shall the SRO request that any WCPSS employee act as an agent of the SRO or law enforcement in any interrogation.
- f. *Non-school Investigations.* The SRO shall comply with WCBOE Policy 5120, Relationship with Law Enforcement, regarding law enforcement investigations related to non-school matters. The SRO shall refrain from questioning students at
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school regarding non-school related matters unless the SRO has a warrant or unless questioning, searching or arresting a student on school property at that time is necessary, in the discretion of the SRO, for the success of a law enforcement investigation or to prevent injury or crime.

4. School Discipline. The school administrator shall be solely responsible for implementing the student Code of Conduct and discipline policies. The school administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules. The SRO should generally not have any further involvement in routine disciplinary matters, such as 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.
5. Joint Law Enforcement and School Discipline Investigations. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g., when both the school administration and SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work in tandem. In such events, the criminal investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing. The SRO shall also adhere to all appropriate laws and standards governing law enforcement investigations and not assume that laws and standards that govern school disciplinary investigations will also apply to him or her in the course of conducting a criminal investigation.
6. Confidentiality; Access to Student Records. The SRO shall comply with all applicable laws, regulations, and WCBOE policies, including but not limited to laws, regulations and policies regarding access to confidential student records, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The SRO may have access to confidential student records or

to any personally identifiable information of any WCPSS student as defined in 34 CFR 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable WCBOE policies and procedures, including Policy 4700 (Attachment C). SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purposes. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:

- a. The SRO is acting as a “school official” (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, an SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or designee has requested the SRO’s assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts.
 - b. The SRO has written consent from a parent or eligible student to review the records or information in question.
 - c. The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person’s health or safety.
 - d. The disclosure is made pursuant to a valid subpoena or court order, provided that advance notice of compliance is provided to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.
 - e. The information disclosed is “directory information” as defined by WCBOE Policy 4700, and the parent or eligible student has not opted out of the disclosure of directory information.
 - f. The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable WCPSS policies and procedures.
7. Communication between SROs and Principals. The SRO is expected to meet with the school principal and members of the administrative team designated by the principal on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.
 8. Development of School Safety Plans. The SRO shall report any safety concerns to the school principal and or designee and shall confer with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The school principal will contact any other school system personnel who should be involved in these discussions.
 9. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The SRO shall attend all orientations, meetings, summits, and information and guidance sessions ~~scheduled during the SRO’s regular duty hours as requested by the Agency and/or~~

WCPSS in accordance with Article II, Paragraph 5 herein.

Article IV
Duties of the WCBOE and the WCPSS

1. Provision of Office Space and Access to School Community.
The WCBOE, Superintendent, and school principals will provide 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 families about criminal justice, safety, and security issues relating to school-aged students.

2. Referrals to the SRO. Maintaining order in the school environment and investigating and responding to school discipline matters shall be the responsibility of the school administration. School administrators are expected to adhere to the student discipline procedures outlined in applicable state and federal law and Board policies. WCPSS shall refrain from involving the SRO in the response to student disciplinary incidents and the enforcement of disciplinary rules that do not constitute violations of law, except when necessary to support staff in maintaining a safe school environment. WCPSS shall provide training to school administrators regarding the role of the SRO and the appropriate involvement of the SRO in student matters that pose a threat to the safe school environment, at least on an annual basis. Such trainings shall include information on how to distinguish between disciplinary infractions appropriately handled by school officials versus threats to school safety that warrant a referral to law enforcement.

3. Communication between SROs and Principals. School principals are expected to meet with SROs on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities. To the extent a school principal and SRO assigned to a particular school interpret any provisions of this agreement differently and disagree as to proper resolution of an issue consistent with the SRO MOU (e.g., responding to requests for student records, differentiating between SRO and school administrator jurisdiction, etc.), the SRO shall contact his/her respective SRO supervisor, and the school administrator shall contact the WCPSS Senior Director of Security, to provide notification of the disagreement and need for clarification. Upon such notification, the SRO supervisor and/or the WCPSS Senior Director of Security shall contact the other to discuss the issue, determine an appropriate resolution, and inform the SRO and school principal of the same.

The WCBOE authorizes principals to report any crimes that occur on campus to the assigned SRO in compliance with all applicable state laws and WCBOE policies that require school officials to report criminal acts occurring on school grounds to law enforcement, including N.C. Gen. Stat. § 115C-288(g). In addition, the Parties acknowledge their obligations pursuant to Senate Bill 199 to report certain crimes against children and child abuse/maltreatment, as described in Board Policy 4240/7312 attached

hereto as Attachment D.

4. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The WCPSS shall coordinate an orientation for SROs to discuss an overview of the School Resource Officer Program and review WCPSS policies and procedures. As provided in Article II, Paragraph 5 (SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions”), the WCPSS will host, in collaboration with the Agencies, an Annual Summit of SROs and school administrators to discuss issues relevant to the School Resource Officer Program and operations. At least one administrator from each school with an assigned SRO shall attend the Annual Summit. In addition, the WCPSS shall offer additional guidance sessions and resources to SROs on topics relevant to the SRO Program that may occur periodically during the school year, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students. Copies of all materials and information provided to SROs pursuant to this paragraph shall also be provided to the Agency.

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

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

6. Semi-Annual Feedback. The parties recognize that WCPSS administrators and staff who interact with SROs are encouraged to provide feedback on operation of the program and

implementation of the SRO MOU throughout the course of the school year. In an effort to ensure consistent monitoring and improvement of the program, at least twice during the school year – at least once prior to January 1 and at least once prior to June 1 - the school principal of each school where an SRO is assigned shall complete and provide to the Senior Director of Security a School Feedback Form, as developed and provided by WCPSS, to provide feedback pertaining to operation of the program and implementation of the SRO MOU.

7. Annual Review of SRO Program. At the conclusion of the school year and before the start of the next school year, the Senior Director of Security or his/her designee shall meet separately with each school principal of any school where an SRO has been assigned and with the SRO supervisor for each Agency to collect additional feedback regarding the SRO program and to provide feedback to each Agency regarding the SRO program and the performance of SROs based on staff and administrator feedback obtained during the course of the school year. The Senior Director of Security will provide an annual update to, and solicit feedback from, the Board regarding operation of the SRO Program, new recommendations or legislation from federal, state, and local bodies regarding the role of SROs in schools including any potential impact on the operation of the SRO Program, and potential changes to future operation of the SRO Program. A copy of update shall be provided to the Agency.

Article V

Financing the School Resource Officer Program

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

In the event the WCBOE 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 WCBOE. Each Agency shall provide their SROs with the same type benefits, equipment, supplies, and training as that provided to their regularly employed law enforcement officers.

The parties recognize that frequent input and feedback from both WCPSS staff and law enforcement officers is critical to ensuring effective operation of the SRO Program and consistent implementation of the guidelines articulated in this MOU. In addition to encouraging their respective employees to communicate any questions or concerns pertaining to operation of the SRO Program to their supervisors, the Agencies and WCPSS shall jointly develop and make accessible via the WCPSS web site an SRO/School Administrator Feedback Form through which any individual may report and describe concerns pertaining to the performance of an SRO or school administrator with respect to implementation of this MOU. The forms shall be made accessible, upon submission, to the WCPSS Senior Director of Security, and shall be shared with the appropriate law enforcement agency consistent with state and federal laws governing confidentiality of student and employee information. The WCPSS reserves the ability to review any complaint received to include obtaining necessary information and to comply with Board policy. To the extent appropriate, the WCPSS Senior Director of Security or his/her designee shall obtain further information regarding the complaint from the complainant. WCPSS, in consultation with the Board attorney, the Agency, and any representative thereof, shall determine whether the received complaint should be further investigated by WCPSS security staff or other school officials within the process outlined in this MOU and in accordance with federal and state law, including but not limited to any personnel laws.. Any release of information, documentation, or records requested by the WCPSS, the Board, or other any persons on their behalf or in connection to a complaint, shall be subject to all applicable federal and state laws, including but not limited to personnel laws and the North Carolina Public Records Act.

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

In addition, if the WCPSS Senior Director of Security documents SRO misconduct that threatens the health or safety of students or staff, the WCPSS will immediately notify the SRO supervisor and provide copies of such documentation, and the Agency shall promptly remove the ~~SRO from serving WCPSS until the completion of 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 WCBOE property if the Superintendent determines it is in the best interest of the WCPSS students and/or staff. Likewise, the Agency reserves the right to suspend an SRO from duty with the WCPSS. During any period of suspension under this section, the Agency shall provide a replacement SRO pursuant to Article II, Section 6 (SRO Work Hours and Absences).

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 ninety (90) days written notice to the other parties.

Article VIII
Notice

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

If to WCBOE:

Wake County Public School System
Attn: Superintendent

Article IX
Miscellaneous Provisions

1. Sex Offender Registry Checks. The parties acknowledge that the requirements of G.S. 115C-332.1 apply to this MOU. Each Agency shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Each Agency certifies that no individual may provide services to WCBOE under this MOU if he/she appears on any of the sex offender registries.
2. Relationship of Parties. The Agencies and the WCBOE shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto. Each Agency maintains control over its personnel and any employment rights of personnel assigned under this MOU shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.
3. Governing Law; Venue. This MOU shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Wake County, North Carolina.
4. Amendments and Modifications; Additional Policies and Procedures. This MOU may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOU. Notwithstanding the foregoing, the parties may develop additional policies and procedures by consent to implement this MOU, including but not limited to policies and procedures regarding reporting requirements and sharing information between WCPSS and the Agencies. Further, each party may develop internal policies and procedures to implement their respective obligations under this MOU.
5. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this MOU.
6. Severability. In the event that any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
7. No Third-Party Benefits. There are no third-party beneficiaries to this MOU. Nothing in this MOU shall create or give to third parties any claim or right of action against an Agency or

an SRO.

8. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
9. E-verify. All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by the other demonstrating such compliance.
10. Non-Discrimination. To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, religion, color, sex, national origin, marital status, age, disability, sexual orientation, gender identity, political affiliation, or genetic information with reference to the subject matter of this MOU.

<Remainder of page intentionally left blank. Signatures follow.