
**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (hereinafter "MOU") effective July 1, 2014 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 following local law enforcement agencies (each, an "Agency" collectively the "Agencies"):

- Wake County Sheriff's Office
- Cary Police Department
- Fuquay-Varina Police Department
- Garner Police Department
- Holly Springs Police Department
- Knightdale Police Department
- Raleigh Police Department
- Rolesville Police Department
- Wake Forest Police Department
- Wake Tech Campus Police Department

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, parents 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;

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 an efficient and cohesive program that will build a positive relationship between law enforcement officers, school administrators, parents and the students in the Wake County Public School System. A School Resource Officer 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 School Resource Officer Program is to provide a safe, inclusive and positive learning environment for all students and educators.

School policing is intended to promote a safe, welcoming, and inclusive environment for all students, staff, and other members of the school community. The parties agree that in compliance with law the parties shall administer the School Resource Officer Program established under this MOU without discrimination against any person on the basis of sex, gender, race, color, religion, national origin, age or disability. 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 in their interactions with students, including but not limited to any type of 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 full-time 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 course through the North Carolina Justice Academy 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.
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 an 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. WCPSS 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 WCPSS to provide an overview of the School Resource Officer Program and review WCPSS policies and procedures.

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. 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.
5. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The Agencies shall collaborate with the WCPSS to host an annual summit of SROs and school administrators to discuss issues relevant to the School Resource Officer 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. Such guidance sessions shall be designed to provide resources to SROs on topics relevant to the School Resource Officer 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. Repeated failure 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 a SRO pursuant to Article VI herein. Other law enforcement officers who supervise SROs will be strongly encouraged to attend such 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 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.

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7. Reporting. At least quarterly, each Agency agrees to provide to the WCPSS reports of the aggregated number of referrals (reported by race, gender, and school assignment) of WCPSS students by the SRO to the adult criminal justice system, juvenile petitions, teen court referrals, and/or referrals to the Campbell Law School mediation program.

Article III

Duties of the SRO

1. 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 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. The SRO shall 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. 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.
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.
 - a. *Interaction with parent and faculty groups.* The SRO shall be strongly encouraged to attend meetings of parent and faculty groups to solicit their support and understanding of the School Resource Officer Program and to promote awareness of law enforcement functions 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, 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.

3. 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 all applicable laws, if objectively reasonable based on the totality of the circumstances; however, in no event shall any use of force be excessive, arbitrary, or malicious. The SRO also 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 members of the school community.
- 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 questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate if such notification would endanger a student 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 a SRO 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 a SRO questions, searches, or arrests a student at school, all reasonable efforts will be made to protect the student's privacy.
 - 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 WCPSS employee lead or conduct a search of a student for law enforcement purposes.

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- c. *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.
 - d. *Non-school investigations.* The SRO shall comply with WCBOE Policy 6605, Investigations and Arrests by Law Enforcement, regarding law enforcement investigations related to non-school matters. The SRO shall refrain from questioning students at 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 tardies, 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
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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. 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. 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 WCBOE Policy 6300, 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.

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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 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. 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. The WCBOE authorizes principals to report any
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crimes that occur on campus to the assigned SRO in compliance with all applicable state laws and WBOE policies that require school officials to report criminal acts occurring on school grounds to law enforcement.

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. The WCPSS also shall 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 summit. In addition, the WCPSS shall offer additional guidance sessions and resources to SROs on topics relevant to the School Resource Officer 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.
5. Data Collection and Reporting. The WCPSS, working in conjunction with SROs, shall maintain data listed in Article II, Section 7 herein and other data on school-based discipline referrals that result in involvement with a SRO and/or law enforcement and 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 G.S. 115C-288(g); and
 - h. Whether the school administrator had knowledge whether the student was questioned, searched, or arrested on campus by law enforcement as a result of the incident.

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.

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6. Review of SRO Program. The Superintendent or his/her designee shall collect feedback from principals at least annually regarding the SRO program and provide feedback to each Agency regarding the SRO program and the performance of SROs on an annual basis.

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 School Resource Officer Program shall be contingent upon available funding from the WCPSS and the Agencies.

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.

If, in the discretion of the school principal or WCPSS Senior Director of Security, a SRO is not effectively performing his or her duties or responsibilities, and/or receives a complaint from a staff member, student or parent about actions of the SRO, the principal or Senior Director should report concerns to the SRO supervisor to address the performance concerns. In the event concerns continue or persist, the principal or 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 principal or 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 principal or 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 an internal investigation completed by the Agency as to the misconduct.

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 health and safety of WCPSS students. Likewise, the Agency reserves the right to suspend a 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 herein.

Article VII

Term and Termination of MOU

The term of this MOU shall begin on July 1, 2014 and end on June 30, 2017, 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 the intended recipient as follows:

If to WCBOE:

Wake County Public School System
Attn: Superintendent
5625 Dillard Drive
Cary, NC 27518

If to Agencies:

Wake County Sheriff's Office
Attn: Sheriff
330 S. Salisbury Street
Raleigh, NC 27602

Cary Police Department
Attn: Chief
P.O. Box 8005
Cary, NC 27512

Garner Police Department
Attn: Chief
900 7th Avenue
Garner, NC 27529

Knightdale Police Department
Attn: Chief
950 Steeple Square Court
Knightdale, NC 27545

Rolesville Police Department
Attn: Chief
105 W Young Street
Rolesville, NC 27571

Wake Tech Campus Police Department
Attn: Chief
9101 Fayetteville Road
Raleigh, NC 27603

Fuquay-Varina Police Department
Attn: Chief
401 Old Honeycutt Road
Fuquay-Varina, NC 27526

Holly Springs Police Department
Attn: Chief
P.O. Box 8
Holly Springs, NC 27540

Raleigh Police Department
Attn: Chief
P.O. Box 590
Raleigh, NC 27602

Wake Forest Police Department
Attn: Chief
225 South Taylor
Wake Forest, NC 27587

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. Third Party Benefits. The services provided by the Agencies pursuant to this MOU shall not violate or in any way infringe on the rights of any third parties; provided, however, that nothing in this MOU shall be construed to create any right or remedy on the part of third parties.
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.

<Remainder of page intentionally left blank. Signatures follow.>

IN WITNESS THEREOF, the parties hereto hereby execute this MOU, effective this the 1st day of July 2014.

Chair, Wake County Board of Education Date Attest: _____
Superintendent

Sheriff, Wake County Sheriff's Office Date

Town of Cary Date

Town of Fuquay-Varina Date

Town of Garner Date

Town of Holly Springs Date

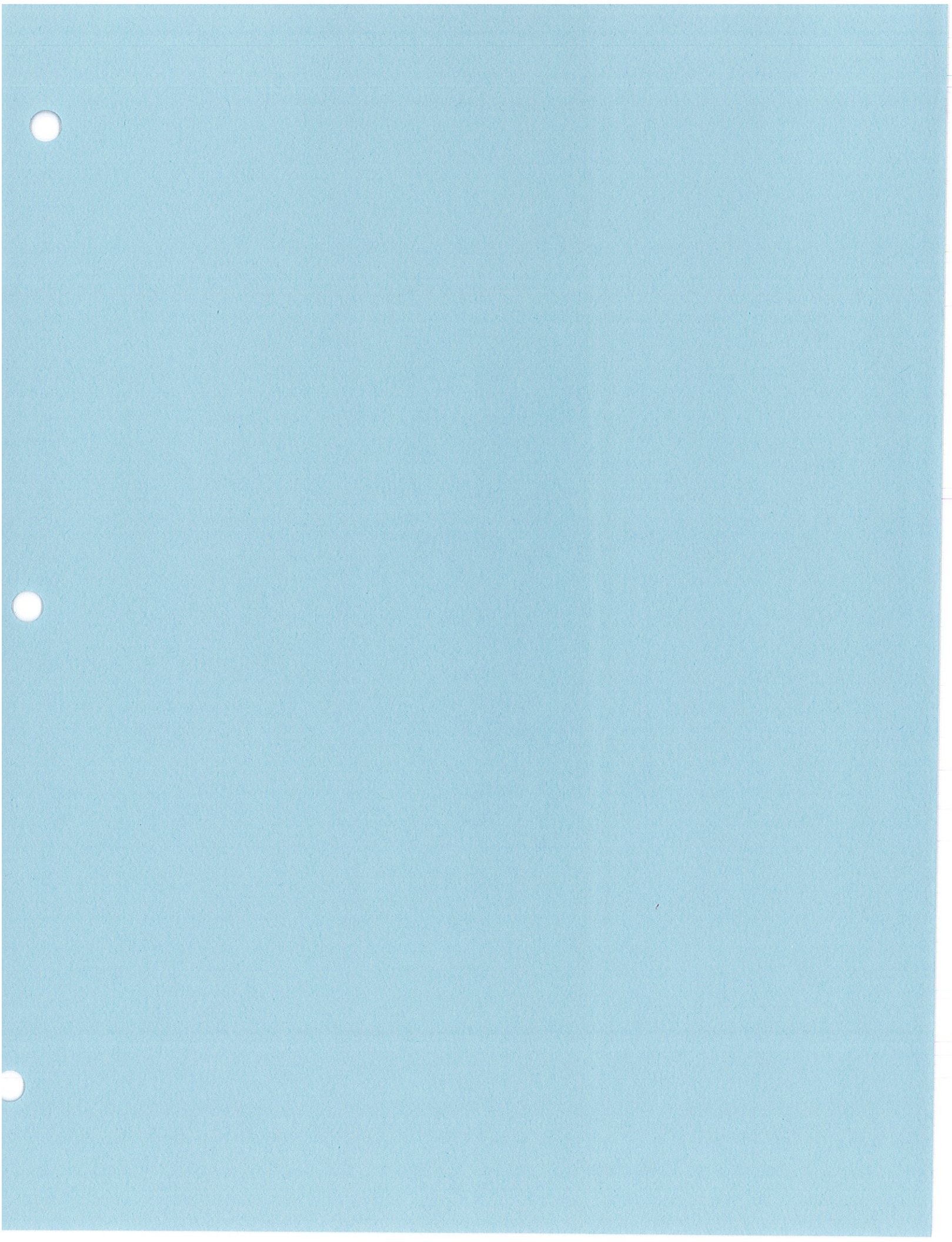
Town of Knightdale Date

City of Raleigh Date

Town of Rolesville Date

Town of Wake Forest Date

Chair, Board of Trustees of Wake Technical Date
Community College



**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)**

The Town of Apex/Apex Police Department, with a mailing address at P.O. Box 250, Apex, NC 27502, hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) (attached hereto) with the Wake County Board of Education, effective July 1, 2014.

Town of Apex

Date

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MEMORANDUM OF UNDERSTANDING (MOU)**

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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 full-time 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 course through the North Carolina Justice Academy 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.
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 an 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. WCPSS 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 WCPSS to provide an overview of the School Resource Officer Program and review WCPSS policies and procedures.

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. 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.
5. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The Agencies shall collaborate with the WCPSS to host an annual summit of SROs and school administrators to discuss issues relevant to the School Resource Officer 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. Such guidance sessions shall be designed to provide resources to SROs on topics relevant to the School Resource Officer 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. Repeated failure 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 a SRO pursuant to Article VI herein. Other law enforcement officers who supervise SROs will be strongly encouraged to attend such 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 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.

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7. Reporting. At least quarterly, each Agency agrees to provide to the WCPSS reports of the aggregated number of referrals (reported by race, gender, and school assignment) of WCPSS students by the SRO to the adult criminal justice system, juvenile petitions, teen court referrals, and/or referrals to the Campbell Law School mediation program.

Article III Duties of the SRO

1. 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 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. The SRO shall 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. 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.
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.
 - a. *Interaction with parent and faculty groups.* The SRO shall be strongly encouraged to attend meetings of parent and faculty groups to solicit their support and understanding of the School Resource Officer Program and to promote awareness of law enforcement functions 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, 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.

3. 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 all applicable laws, if objectively reasonable based on the totality of the circumstances; however, in no event shall any use of force be excessive, arbitrary, or malicious. The SRO also 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 members of the school community.
- 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 questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate if such notification would endanger a student 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 a SRO 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 a SRO questions, searches, or arrests a student at school, all reasonable efforts will be made to protect the student's privacy.
 - 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 WCPSS employee lead or conduct a search of a student for law enforcement purposes.

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- c. *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.
 - d. *Non-school investigations.* The SRO shall comply with WCBOE Policy 6605, Investigations and Arrests by Law Enforcement, regarding law enforcement investigations related to non-school matters. The SRO shall refrain from questioning students at 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 tardies, 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
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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. 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. 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 WCBOE Policy 6300, 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.

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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 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. 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. 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.

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. The WCPSS also shall 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 summit. In addition, the WCPSS shall offer additional guidance sessions and resources to SROs on topics relevant to the School Resource Officer 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.
5. Data Collection and Reporting. The WCPSS, working in conjunction with SROs, shall maintain data listed in Article II, Section 7 herein and other data on school-based discipline referrals that result in involvement with a SRO and/or law enforcement and 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 G.S. 115C-288(g); and
 - h. Whether the school administrator had knowledge whether the student was questioned, searched, or arrested on campus by law enforcement as a result of the incident.

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.

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6. Review of SRO Program. The Superintendent or his/her designee shall collect feedback from principals at least annually regarding the SRO program and provide feedback to each Agency regarding the SRO program and the performance of SROs on an annual basis.

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 School Resource Officer Program shall be contingent upon available funding from the WCPSS and the Agencies.

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.

If, in the discretion of the school principal or WCPSS Senior Director of Security, a SRO is not effectively performing his or her duties or responsibilities, and/or receives a complaint from a staff member, student or parent about actions of the SRO, the principal or Senior Director should report concerns to the SRO supervisor to address the performance concerns. In the event concerns continue or persist, the principal or 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 principal or 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 principal or 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 an internal investigation completed by the Agency as to the misconduct.

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 health and safety of WCPSS students. Likewise, the Agency reserves the right to suspend a 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 herein.

Article VII

Term and Termination of MOU

The term of this MOU shall begin on July 1, 2014 and end on June 30, 2017, 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 the intended recipient as follows:

If to WCBOE:

Wake County Public School System
Attn: Superintendent
5625 Dillard Drive
Cary, NC 27518

If to Agencies:

Wake County Sheriff's Office
Attn: Sheriff
330 S. Salisbury Street
Raleigh, NC 27602

Cary Police Department
Attn: Chief
P.O. Box 8005
Cary, NC 27512

Garner Police Department
Attn: Chief
900 7th Avenue
Garner, NC 27529

Knightdale Police Department
Attn: Chief
950 Steeple Square Court
Knightdale, NC 27545

Rolesville Police Department
Attn: Chief
105 W Young Street
Rolesville, NC 27571

Wake Tech Campus Police Department
Attn: Chief
9101 Fayetteville Road
Raleigh, NC 27603

Fuquay-Varina Police Department
Attn: Chief
401 Old Honeycutt Road
Fuquay-Varina, NC 27526

Holly Springs Police Department
Attn: Chief
P.O. Box 8
Holly Springs, NC 27540

Raleigh Police Department
Attn: Chief
P.O. Box 590
Raleigh, NC 27602

Wake Forest Police Department
Attn: Chief
225 South Taylor
Wake Forest, NC 27587

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. Third Party Benefits. The services provided by the Agencies pursuant to this MOU shall not violate or in any way infringe on the rights of any third parties; provided, however, that nothing in this MOU shall be construed to create any right or remedy on the part of third parties.
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.

<Remainder of page intentionally left blank. Signatures follow.>

IN WITNESS THEREOF, the parties hereto hereby execute this MOU, effective this the 1st day of July 2014.

Attest: _____

Chair, Wake County Board of Education

Date _____

Superintendent

Sheriff, Wake County Sheriff's Office

Date _____

Town of Cary

Date _____

Town of Fuquay-Varina

Date _____

Town of Garner

Date _____

Town of Holly Springs

Date _____

Town of Knightdale

Date

City of Raleigh

Date _____

Town of Rolesville

Date _____

Town of Wake Forest

Date _____

Chair, Board of Trustees of Wake Technical
Community College

Date _____