

DURHAM COUNTY SCHOOL JUSTICE PARTNERSHIP
MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter "MOU") effective 7/12/2022 is made and entered into by and between the Durham Public Schools, the Durham County Sheriff's Office, the District Attorney for the Sixteenth Prosecutorial District, the Durham County Department of Social Services, and the Fourteenth Judicial District.

WITNESSETH

WHEREAS, the State of North Carolina has stated its commitment to reduce in-school arrests, out-of-school student suspension, and expulsion through school justice partnerships ~~between local law enforcement, local boards of education and the judicial system; and~~

WHEREAS, the core principles of the School of Justice Partnerships are:

- Most student conduct is best addressed through classroom, in-school, family, and community support strategies, and by maintaining a supportive and equitable climate within the school rather than involvement in the justice system;
- Responses to school misconduct should be reasonable, consistent, and fair, with appropriate consideration of relevant factors such as the student's age and individual circumstances, the nature and severity of the conduct, and the conduct's impact on the learning environment;
- Student behavior should be supported through a graduated response model that provides a continuum of services;
- Students should receive appropriate redirection and support from school staff and community resources before referral to law enforcement or the justice system is considered;
- Referral to the justice system should not be the primary pathway for students to receive appropriate in-school and community resources; and
- Clarifying the responsibilities of school and law enforcement personnel with regard to non-emergency misconduct at school and at school-related events promotes the best interests of the student, the school system, law enforcement and the community; and

WHEREAS, North Carolina law has authorized and mandated that local boards of education adopt policies governing student conduct and procedures for disciplining students; and

WHEREAS, the Durham County Sheriff provides school resource officers to Durham Public Schools; and

WHEREAS, the North Carolina Constitution has vested the District Attorney with the responsibility of prosecution of all criminal matters within its district; and

WHEREAS, Durham County's Chief District Judge, the Board of Education and Superintendent of the Durham Public Schools, the Durham County Sheriff, and the Durham County District Attorney have worked together to make recommendations and establish goals for minimizing in-school arrests, out-of-school suspensions and expulsions, and other consequences that can needlessly burden students; and

WHEREAS, it is in the best interest of the Durham County residents, and especially those of school age, for the aforementioned officials to adopt this MOU;

~~NOW, THEREFORE, in adherence to the goals of the North Carolina General Assembly, the North Carolina Administrative Office of the Courts and the Chief Justice of the North Carolina Supreme Court, the community stakeholders of Durham County hereby establish the Durham County School Justice Partnership.~~

Article I Governing Principles

This MOU outlines the goals and guiding principles as agreed to by and between Durham County Public Schools, Durham County Sheriff's Office, the District Attorney for the Sixteenth Prosecutorial District, Durham County Department of Social Services, and the Fourteenth Judicial District:

1. The authority vested in the board of education, the department of social services, the district attorney, the sheriff, and in our judges is not abrogated by the terms of this MOU.
2. The parties acknowledge that this MOU shall not inhibit, discourage, or prevent individual victims of student misconduct from initiating criminal or juvenile charges against students when they believe it is appropriate to do so, nor shall it control the prosecution of those charges.
3. No person is a third party beneficiary of this agreement.
4. The SRO program is governed by a separate MOU between Durham Public Schools and the Durham County Sheriff. The School Resource Officer Program MOU is incorporated by reference.
5. Durham Public Schools Board of Education Policies govern student conduct and discipline. Durham Public Schools Policies are incorporated by reference.
6. Changes, modifications, or amendments to the School Resource Officer Program MOU or Durham Public Schools Board of Education policies are incorporated into this MOU without amendment to this MOU or approval by the School Justice Partnership.

7. To the extent that this MOU conflicts with any applicable law or regulation, the applicable law or regulation shall control.
8. Nothing in this MOU shall be construed as increasing the common law standard of care owed by the parties, or any of them, to any person. This MOU shall not modify the obligations of the Durham Public Schools Board of Education stated by the Individuals with Disabilities Education Act (as amended), Section 504 of the Rehabilitation Act of 1973, or other law or regulation.

Article II
Terms of the Agreement

1. The parties agree that Durham Public Schools and Durham County Sheriff's Office shall follow the terms of the School Resource Office Memorandum of Understanding, Durham Public School Policies, and Durham County Sheriff Office policies regarding the assessment of school-based criminal violations for discipline or referral to the court system for prosecution. The parties acknowledge that current Durham Public School disciplinary policies implement a graduated response model.
2. The parties agree that consistent with the principles of the Juvenile Justice Reinvestment Act, commonly known as "Raise the Age," the parties shall consider school-based discipline and community resources in determining the appropriate response to school-based misbehavior, including allegedly criminal behavior. "Raise the Age" provides discretion to law enforcement and juvenile court counselors to divert juvenile offenses to community resources in lieu of filing juvenile court petitions or arrest warrants with the goal of corrective action, rehabilitation and combatting the cycle of recidivism.
3. Consistent with the goals of Raise the Age and the School Justice Partnership, the parties to this Agreement agree to develop, maintain, and employ a list of community resources for addressing or deterring school-based misbehavior without intervention from law enforcement. The SJP will use the North Carolina Department of Public Safety Juvenile Justice Service Directory as a basis for developing the list of community resources. The directory can be found at this link: <https://www.ncdps.gov/juvenile-justice/service-directory>
4. The parties agree to meet at least twice a year either in person, via conference call, or other means to review the list of community resources and data regarding school-based referrals to the court system and to make suggestions for continued improvement.
5. The lead officials of each party to this agreement may designate a representative to attend the School Justice Partnership meetings.

In witness whereof, the parties hereto, intending to cooperate with one another, have set their signatures to this document on this day.

Pascal Mubenga
Durham Public Schools, Superintendent

6/27/22
Date

Laurent B. B. B. B.
Durham County Sheriff

6/22/2022
Date

Dud
City of Durham, Police Chief

6-27-2022
Date

Bob
Durham Public Schools Board of Education, Chair

6/21/22
Date

Shirley Howerton
Durham County Board of Commissioners, Chair

6/17/22
Date

Jamala Maxwell
Chief Juvenile Court Counselor

6/13/2022
Date

William
Durham County Social Services

6-22-2022
Date

Pat Evans
Chief District Court Judge

6/13/2022
Date

[Signature]
Durham County District Attorney

6/23/2022
Date

Edward
Durham County Chief Magistrate

7/12/22
Date