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2020 APR 28

GUILFORD COUNTY

GUILFORD CO., N.C.

BY SA



MEMORANDUM OF UNDERSTANDING

PREAMBLE

WHEREAS, schools and law enforcement agencies share responsibility for school safety and work together to continue to improve school safety and outcomes for students;

WHEREAS, student conduct issues do not always require involvement of the juvenile justice system, and the parties to this agreement work to facilitate resolving student conduct issues, where advisable, through classroom, in-school, family, and community strategies and maintaining a positive climate within schools rather than through the justice system.

WHEREAS, clarifying the responsibilities of school and law enforcement personnel regarding non-emergency disruptive behavior at school and school-related events promotes the best interests of students, the school system, law enforcement, and the community.

NOW, THEREFORE, the Parties hereby agree as follows:

This memorandum of understanding (MOU) expresses the understanding of the parties for responding to non-emergency school disruptions and recognizes the relationships and work which the Guilford School, Greensboro Police Department, Guilford County Sheriff's Office and High Point Police Department have developed and follow through a Memorandum of Understanding which is attached as Exhibit A and incorporated by reference. This Memorandum of Understanding seeks to build on the ground work of the schools and law enforcement agencies and to include other Guilford County agencies in this partnership.

It strives to ensure a consistent response to student misbehavior, clarify that school officials, not law enforcement, are responsible for non-criminal school disciplinary matters, and reduce involvement of law enforcement and court agencies in minor non-criminal misconduct at school and school-related events. While this MOU deals with responses to non-emergency school disruptions, the parties acknowledge the importance of cooperation between school officials and law enforcement in response to emergency and safety issues.

The parties agree to the following principles underpinning this MOU:

- A. School employees should not involve Law Enforcement when the school misconduct does not implicate school safety and security and does not rise to the level of a violation of law.
- B. Responses to school misconduct should be reasonable, consistent, and fair with appropriate consideration of relevant factors such as the student's age, the nature and severity of the incident, and the conduct's impact on other students, school staff, and the school environment.
- C. Students should be held accountable for their misconduct through a graduated response model that provides a continuum of services with increasingly more severe sanctions for continued or more serious misbehavior.
- D. Although this MOU seeks to reduce the involvement of law enforcement and the justice system in minor misconduct, it does not prohibit or prevent such involvement when deemed necessary by Principals, the Superintendent of the Guilford County Schools, or the appropriate law enforcement agency or officer. However, because court involvement has the potential to produce long-lasting negative outcomes for students and communities, school officials and law enforcement shall make every effort to -send complaints to the court system in those instances where there are implications for the safety and security of schools or when, in the criteria set forth in this MOU, the complaint is necessary in order to improve outcomes for students or access resources not otherwise available.
- E. This MOU shall not inhibit, discourage, or prevent individual victims of student misconduct from initiating criminal or juvenile charges against students nor shall it affect the prosecution of such charges.
- F. School Resource Officers (SROs) are employees of either the Greensboro Police Department, Guilford County Sheriff's Office or the High Point Police Department who work in conjunction with school officials but are not agents of the Guilford County Board of Education. Nothing in this MOU shall be construed to make the Guilford County Board of Education, its Board Members, employees or agents, liable for the acts or omissions of any SRO or other law enforcement officer. In addition, nothing in this MOU shall be construed to make the officers or the deputies or their employees liable for the acts or omissions of any employee of the Guilford County Schools, the Guilford County Board of Education, its Board Members, employees, or agents.
- G. To the extent that this MOU conflicts with any applicable law or regulation, the applicable law or regulation shall control.
- H. This MOU is not a binding contract. Violations of this MOU shall not give rise to or be construed as creating a cause of action by any person against any party to this agreement or their employees or agents, nor shall such violations be considered negligence *per se*.
- I. 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 be construed as to confer any additional benefit or right on students above what is owed to them by the Guilford County Board of Education under the Individuals with Disabilities Education Act (as amended), Section 504 of the Rehabilitation Act, or other law or regulation.
- J. No person is a third-party beneficiary of this MOU.

I. DEFINITIONS

A. **"Complaint"** is provided to the juvenile court counselor to make a determination as set forth in N. C. Gen. Stat. § 7B-1701.

B. **"Code of Student Conduct"** means Guilford County Schools Code of Student Conduct.

C. **"Exclusionary Discipline Practices"** refers to suspension, expulsion, referral to the juvenile justice system or initiation of criminal charges.

D. **"Graduated Response Model"** is a tool that identifies appropriate interventions and consequences for school misconduct. The Graduated Response Model is attached to this MOU as Attachment 2.

E. **"Petition"** is the filing of a complaint and the beginning of a court process.

F. **"Public School Property"** means the physical premises of all school campuses and properties, active bus stops, all vehicles under the control of Guilford County Public Schools, and the premises of all school sponsored curricular or extracurricular activities, both on or away from a school campus.

G. **"School-Based Diversion"** (SBD) means an educational program or community-based service identified as an effective alternative to exclusionary discipline practices.

H. **"School-Based Misconduct"** means any non-criminal violation of the Code of Student Conduct.¹

I. **"School Resource Officer"** (SRO) means a certified law enforcement officer who is assigned to provide coverage to a school or a set of schools.

J. **"Student"** means a person duly enrolled in the Guilford County Schools, regardless of age.

II. TERMS OF AGREEMENT

A. Establishment of GUILFORD COUNTY School Justice Partnership.

This MOU establishes the Guilford County School Justice Partnership (GCSJP). The GCSJP shall be comprised of the following agencies: Guilford County Schools, Guilford County Sheriff's Office, Greensboro Police Department, and High Point Police Department; Division of Adult Correction and Juvenile Justice for the 18th Judicial District; Office of the District Attorney for the 18th Judicial District]; Guilford County Department of Social Service; Guilford County Department of Mental Health; and the [District Court of the 18th Judicial District].

The GCSJP shall:

1. Convene meetings on a schedule established by the parties;
2. Share this MOU with appropriate personnel of agencies that are a part of this partnership;
3. Provide necessary and regular information sharing on implementation of the MOU;
4. Monitor implementation of the MOU;
5. Collect data and assess the effectiveness of the MOU;
6. Cooperate on seeking funding sources; and
7. Modify the MOU as appropriate.

B. Problem-Solving Approach

1. Schools make every reasonable effort to resolve minor violations of the Student Code of Conduct using appropriate classroom interventions, support services, and community strategies prior to implementing exclusionary discipline practices. GCS follows a Graduated Response Model in its Code, and does not make referrals to law enforcement for conduct that is not viewed as implicating safety and security. Each Student's particular circumstances are taken into consideration to determine whether law enforcement involvement is merited.
2. Law enforcement, working with school administration, will determine when a student's conduct merits a complaint to the court counselors. Many relevant factors should be considered, including, but not limited to:
 - Age, health, risks, needs, and ability to appreciate the consequences of his/her actions;
 - Intent, context, prior conduct, and record of behavior of the student;
 - Previous interventions with the student;
 - Student's willingness to repair the harm;
 - Parents' willingness to address any identified issues;
 - Seriousness of the incident and degree of harm caused; and
 - Effect on the educational environment by the student's continued presence in school.
3. Race, ethnicity, gender, gender identity, sexual orientation, religion, and national origin of the student and / or family will be considered only to the extent necessary to monitor or determine inequities or discriminatory practices.

C. Role of Law Enforcement at the School

1. **Role of the School Resource Officer (SRO)**
The role of the SRO is to maintain school safety. School administrators are responsible for handling school-based misconduct and have the responsibility to enforce violations of the Code of Conduct. School administrators shall keep SROs apprised of relevant information implicating safety and security, and involve SROs in misconduct that is criminal in nature and consistent with the Memorandum of Agreement as set forth in Exhibit A. The SROs shall continue to comply with the Memorandum of Agreement between Guilford County Schools and law enforcement as set forth in Exhibit A.

2. Role of Non-SRO Law Enforcement Officers Law enforcement officers who are not SROs should adhere to the following protocols when on school grounds in non-emergency circumstances:

Coordination with School Administrators – Law enforcement shall endeavor to:

- i. Notify school administrators whenever they plan any activity on school grounds.
- ii. *Adhere to procedures set forth in Memorandum of Agreement which is attached as Exhibit A.*

D. Responding to Student Misconduct

Students need to be held accountable for misconduct in order to learn from their mistakes, take responsibility for their actions; and reconnect to the school community. One of the most effective means of holding students accountable for their actions is providing them with support from school teachers and officials who interact with them daily. The appropriate response to school-based misconduct should be narrowly-tailored using the Graduated Response Model for guidance.

1. Graduated Response Model

The Guilford County Schools believes that students should be in school, and supported by their school community. It discourages exclusionary practices for violations of the Student Code of Conduct except where necessary to maintain safety and security or to prevent the substantial disruption of the educational environment.² Its decision to refer matters to law enforcement will be consistent with the Graduated Response Model attached hereto as Attachment 2.

The Graduated Response Model includes a multi-tiered system of supports designed to help professionals at each level of intervention understand the options available to address the misconduct. Levels of intervention include school-based options, and law enforcement intervention, as described below.

- a. *School based Intervention:* GCS will not refer a matter to an SRO for court intervention unless the referring administrator, working with an SRO, believes that a violation of law has occurred. Matters that implicate safety and security should result in notification and consultation with law enforcement; nothing in this Agreement is intended to limit GCS's ability to discuss safety and security concerns with law enforcement.
- b. *Law Enforcement Intervention* – When violations of criminal law occur, the school administrator shall notify law enforcement, generally an SRO. Because this intervention is managed by law enforcement, behaviors at this level must be violations of criminal law. However, involvement of law enforcement does not necessarily mean a complaint to the juvenile court counselors or initiation of criminal proceedings. Law enforcement options include verbal warning; written warning; conference with the student, parents, teachers and/or others; teen court; referral to community agencies; community service; criminal charges; and/or juvenile complaint.

² G.S. 115C-390.2 (f).

E. Determining Appropriate Levels of Intervention

1. School-Based Misconduct

If a student engages in school-based misconduct, the school administrator and his or her designee(s) will be the primary sources of intervention and determination of disciplinary consequences. In addition, school officials should make every effort to connect students to school or community-based support services, such as counseling, mentoring, or extracurricular activities.

2. Criminal Law Violation

If a student commits an act that constitutes a violation of criminal law, law enforcement intervention shall occur. Law enforcement intervention does not mean that an arrest and/or court referral is necessary. If the behavior does not involve a threat to school safety and can be appropriately addressed through a graduated response, the SRO shall when appropriate use the Graduated Response Model, included in Appendix A, before filing a criminal charge or sending a complaint to court counselor services.

III. SPECIAL CONSIDERATIONS

A. Exigent Circumstances

Situations may arise that warrant removal of a student from public school property to maintain the safety of other students and school staff or to prevent or stop disruptions to the learning environment.

B. Diversion

SROs may, in their discretion, utilize Teen Court or other diversion programs or alternatives as a diversion option even though a case could be referred to court. SROs should contact the Teen Court Coordinator for referral.

C. Parents, Guardians, and Private Service Providers

Parties to this MOU encourage parents, guardians, and private service providers to involve schools in a student's treatment. Wrap-around services (when multiple providers and professionals from various disciplines work together to address a student and his or her family's needs) are more effective when all of the professionals and service providers that work with a student share relevant information. Nothing in this provision invalidates or broadens the confidentiality provisions in State or federal law related to the provision of various services.

IV. TRAINING

The parties will ensure that appropriate members of their respective agencies, especially those directly interacting with students and making discipline or charging decisions, are trained in the content and implementation of this MOU. Training and implementation for existing parties should be an ongoing process.

V. Each agency, including the court system, which is part of and a signee of this MOU shall be responsible for working with the school employees and law enforcement officers to carry out the goals of this MOU including, but not limited to: (a) developing alternatives to court including community programs for referrals; (b) seek and prepare grants to provide funding for the

alternatives to court and court programs to assist with the goals of this MOU; (c) shall provide their services and employees to work with juvenile and families to address behavior concerns before rising to a level of criminal activity.

V. DATA COLLECTION, DATA SHARING, AND PROGRESS MONITORING

A. Data Collection

The parties agree that they will provide baseline data for comparison purposes and regularly collect, share, monitor, and report data resulting from the implementation of this MOU. No personally identifiable data ("PII") shall be included in the reports to protect student privacy and confidentiality.

The data to be collected may include:

- Type of offense referred to law enforcement;
- Date of offense;
- Law enforcement intervention, if any (e.g., diversion, court referral, detention);
- If referred to court, offense for which student was charged;
- If referred to court, outcome of referral (e.g., diversion plan, dismissal, adjudicated/convicted);
- If diverted to service, service type (e.g., Teen Court, School-Based Diversion Program, mediation program, community service, mental health referral);
- Student demographics

B. Data Sharing

Any agency (school, law enforcement, social services, mental health, or other services) that refers a student to another agency should request follow-up information to determine what actions have occurred. Information sharing agreements.

(Mutual Exchange of Information Form) should be requested from the parents so private agencies can also share information with the schools. Regular follow-up and data sharing are required for monitoring of individual student progress and determination of service needs.

For comparison purposes, the parties agree to retrieve the data which is available for a year prior to the signing of the MOU and quarterly after the signing of the MOU.

C. FERPA Compliance

Personally identifiable student information is protected by the Family Educational Rights and Privacy Act ("FERPA"). The access to information protected by FERPA is outlined in the MOU between law enforcement and GCS, Exhibit A

D. Progress Monitoring

The parties agree to establish a Progress Monitoring Team composed of designees from each signatory to this MOU. On a regular basis and at least quarterly, the parties agree

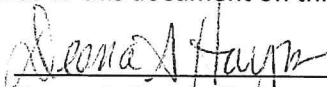
that the Progress Monitoring Team will meet to provide oversight of the MOU and review relevant data and analysis.

Each year the Progress Monitoring Team will determine if changes to their memberships would be beneficial. At least annually, the Team will prepare a report of activities and make recommendations for improvements to the MOU and/or its implementation.

VI. DURATION AND MODIFICATION OF AGREEMENT

This MOU shall become effective March 1, 2020 and shall remain in full force and effect until modified by agreement of the parties hereto. However, nothing shall preclude a party from withdrawing from the Agreement in that party's discretion.

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



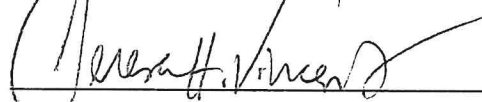
Deena A. Hayes, Chairman, County Board of Education

2/26/2020
Date




Sharon Contreras, Superintendent, Guilford County Schools

2-26-2020
Date



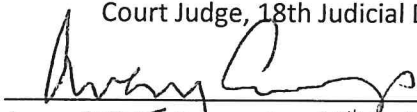
Teresa H. Vincent, Chief District Court Judge, 18th Judicial District

Date



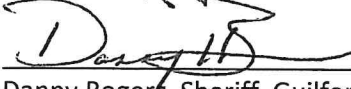
Tabitha Holiday, Judicial Leader of Juvenile Court, District Court Judge, 18th Judicial District

2-26-20
Date



Avery Crump, Prosecutor, 18th Judicial District

2-26-20
Date



Danny Rogers, Sheriff, Guilford County

2-26-20
Date



Brian James, Chief of Police, Greensboro

2-26-2020
Date



Kenneth Shultz, Chief of Police High Point

3/3/2020
Date



Heather Skeens, Director of the Guilford County Department of Social Services

2-26-20
Date

LaQreshia A. Bates-Harley

LaQreshia A. Bates-Harley
Chief Court Counselor, Guilford County

2/26/2020

Date