

SCHOOL JUSTICE PARTNERSHIP
TWENTY-NINE(A) JUDICIAL DISTRICT
FORTY-ONE PROSECUTORIAL DISTRICT

THIS SCHOOL JUSTICE PARTNERSHIP (“the Partnership”) is a partnership, by and between, the following parties:

1. The McDOWELL COUNTY BOARD OF EDUCATION (“the Board”);
2. The SHERIFF OF McDOWELL COUNTY and the POLICE DEPARTMENTS OF MARION and OLD FORT (collectively “Law Enforcement Agencies”);
3. The DISTRICT COURT of the TWENTY-NINE(A) JUDICIAL DISTRICT (“the Court”);
4. The DISTRICT ATTORNEY’S OFFICE OF THE FORTY- ONE PROSECUTORIAL DISTRICT (“the Prosecutor”); and
5. The NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, specifically the Juvenile Court Counselors working in the Twenty-Nine(A) Judicial District (“the Counselors”), (the Court, Prosecutor and Counselors collectively referred to as the “Judicial Agencies”).

WHEREAS, the Board has a duty to create and maintain a safe and orderly school environment conducive to learning;

WHEREAS, removal of students from school, while sometimes necessary, can exacerbate behavioral problems, diminish academic achievement, and increase school dropout;

WHEREAS, the Board and its’ employees have the primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters;

WHEREAS, the duty of Law Enforcement Agencies is to respond to and investigate imminent safety threats, uphold the law, and serve the population they are charged with protecting;

WHEREAS, the efficient use of judicial resources is desirable, and the jurisdiction of the Judicial Agencies does not extend to initial decisions of school personnel in disciplinary matters;

WHEREAS, the Board and Law Enforcement Agencies regularly partner together to meet their shared responsibility to create a safe school environment for all students;

WHEREAS, the Board and the Law Enforcement Agencies aim to respond to student behavior consistently and within the bounds of their respective legal duties and responsibilities;

WHEREAS, some minor, non-emergency disruptive behavior of students at school and school-related events are adequately and effectively addressed through classroom, in-school, family, and community strategies and by maintaining a positive climate within schools rather than by exclusionary discipline practices or referral to Law Enforcement Agencies;

WHEREAS, juvenile criminal charges for some less serious offenses may be appropriately diverted to alternative, non-criminal remedies within the Judicial Agencies, depending on the unique circumstances of each instance;

WHEREAS, clarifying the responsibilities and distinct roles of the Board, the Law Enforcement Agencies, and the Judicial Agencies in responding to school-based misconduct is in the best interest of the students, the school system, law enforcement, and the community;

WHEREAS, in light of the negative impact exclusionary discipline practices and referrals to the justice system can have on students, engaging in an ongoing dialogue aimed at identifying effective strategies that reasonably can be implemented within available resources to reduce the number of student suspensions, expulsions, and referrals to the justice system while preserving safety and order within the schools is in the interest of all Parties to the Partnership.

BASED ON THE ABOVE PREMISES, and in a collective effort to provide better outcomes for students, the Parties support and declare the following principles, best practices, and goals for the management of school-based misconduct:

A. The General Assembly has established a State policy and statutory framework for school discipline in Chapter 115C, art. 27 that balances the duty of schools to maintain a safe and productive learning environment with the interest of students in avoiding the negative effects of exclusion from school.

B. The statutory framework vests the Board with the duty, responsibility, and authority to establish procedures for school discipline.

C. The statutory framework (1) prohibits the local board from imposing mandatory long-term suspensions or expulsions for specific misconduct unless otherwise provided by law (“zero tolerance policies”); (2) restricts the availability of long-term suspension and expulsion to serious instances of student misconduct that either pose a safety threat or a threat of substantial disruption to the educational environment; (3) allows for consideration of mitigating or aggravating factors when considering an exclusionary disciplinary consequence; (4) encourages the use of a full range of responses to misconduct, including a variety of tools that do not remove a student from school; and (5) allows schools to consider the availability of resources in providing services to students who are subject to long-term suspension from school.

D. The Board, the Law Enforcement Agencies, and the Judicial Agencies, have a shared interest in reducing the number of student suspensions, expulsions, and referrals to the justice system by timely and constructively addressing school-based misconduct when and where it happens, helping students succeed in school, and preventing negative outcomes for both youth and their communities.

E. Consistent with State policy and the statutory framework for school discipline established by the General Assembly, students should be held accountable for their misconduct using a system of disciplinary consequences that takes into consideration the nature severity and frequency of the behavior.

F. Responses to school-based misconduct should be reasonable, consistent, and fair with appropriate consideration of both aggravating and mitigating factors such as the student’s age, intent and academic and disciplinary history; the nature and severity of the incident; whether a weapon was involved, or injury occurred; and the misconduct’s impact on the school environment.

G. The Board is encouraged to use a full range of responses and interventions to violations of disciplinary rules, such as conferences, counseling, peer mediation, behavior contracts, instruction in conflict resolution and anger management, detention, academic interventions, community service, restorative justice approaches and other similar tools that do not remove a student from the classroom or school building.

H. Minor school-based misconduct that does not pose a safety threat or threat of substantial disruption to the educational environment often can be appropriately addressed through a range of interventions and strategies and do not require the intervention or assistance of Law Enforcement Agencies or referral to Judicial Agencies.

I. More serious school-based misconduct that threatens the safety of students staff, or school visitors, or that threatens to substantially disrupt the educational environment may appropriately lead to the involvement of law enforcement and the Judicial Agencies, and for certain alleged criminal acts, such involvement may be required by law.

J. Ongoing institutional dialogue between the Parties is essential to support efforts to establish and maintain a safe, inclusive, and positive learning environment for all students and educators.

K. The use of evidence-based and evidence-informed alternatives that are effective in reducing the use of exclusionary discipline and referrals to law enforcement are encouraged as a first response to incidents of minor school-based misconduct.

L. The Board, the Law Enforcement Agencies, and the Judicial Agencies will endeavor to work together to identify metrics and collect information to be shared with the District SJP with the goal of implementing evidence based or evidence informed practices.

M. The relationship between a local board of education and its local law enforcement agencies is generally addressed in a memorandum of understanding that established the responsibilities and distinct roles of school and law enforcement officials, including School Resource Officers. Nothing in the Partnership shall be read or construed as altering or superseding the rights and responsibilities of either party in any prior agreement related, including a school resource officer Memorandum of Understanding.

In furtherance of the principles, best practices and goals set forth above:

1. The Parties hereby form a School-Justice Partnership ("District SJP") within the Twenty-Nine(A) District, that examines data, considers existing practices and relevant objective research, and recommends effective evidence-based and evidence-informed strategies that can be implemented within available resources to address student misconduct for the purpose of providing a safe, inclusive, and positive learning environment in the school and community.

2. The Parties are encouraged to form local School-Justice Partnerships at the county level ("Local SJP's"). The Local SJP's should include representatives from the county Board of Education, the Sheriff's Department, city and town law enforcement agencies located within the County, representatives from the Judicial Agencies, and other stakeholders as deemed appropriate by the Local SJP's, including but not limited to representatives from mental health agencies and the County Department of Social Services.

3. The purpose of District SJP and local SJP's is to create a positive, relationship-based culture that is supportive of all members of the school system and the community in their efforts to reduce the number of suspensions, expulsions, and referrals to the justice system while maintaining school safety and order.

4. In an effort to achieve the District SJP's purpose, the Parties commit to engaging in a regular and ongoing institutional dialogue, at least annually, about how to leverage existing and potential resources to collaboratively respond to school-based misconduct in ways that maintain school safety and order while reducing suspensions, expulsions, and referrals to the justice system, including consideration of alternative disciplinary measures, in-school interventions, diversion programs, graduated response models, community-based support services, and/or other evidence-based or evidence-informed practices.

5. This Partnership shall not limit or be construed to limit the legal rights and duties of the Parties to carry out their duties under the law to address misconduct, ensure public safety, and ensure the well-being of students in this community.

6. This is the full expression of the Parties' collective goal of reducing suspensions, expulsions, and referrals to the justice system and is not intended to bind the parties, impose legal obligations on the parties, or create legal liability for any actions or omissions made pursuant to this Partnership. Nothing in this Partnership shall create or be construed to create a cause of action thereunder against any Party arising from solely their handling of school discipline of juvenile delinquency.

This MOU shall become effective May 1, 2022, 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 here, intending to cooperate with one another, have set their signatures to this document on this day.



ROBERT K. MARTELLE
Chief District Court Judge, 29A Judicial District

04/26/22

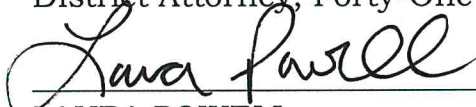
Date


TED BELL

District Attorney, Forty-One Persecutorial District

2 May 22

Date



LAURA POWELL
Public Defender Office
District 29A

4-22-22

Date



ADRIENNE BECTON-MARSH
Chief Court Counselor of the 29A Judicial District
Department of Public Safety

8/2/22

Date


RICKY BUCHANAN
Sheriff of McDowell County

04/27/2022

Date


MARK GARRETT
Superintendent
McDowell County Schools

4/22/2022

Date


ALLEN LAWRENCE
Chief of Police Marion Police Department

04/22/2022

Date



MELVIN LYTLE
Chief of Police Old Fort Police Department

4.22.2022

Date