

**MECKLENBURG COUNTY SCHOOL-JUSTICE PARTNERSHIP  
MEMORANDUM OF AGREEMENT**

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**WHEREAS**, we recognize that all Mecklenburg County law enforcement agencies, The Charlotte-Mecklenburg Board of Education (CMS), the Office of the District Attorney, Juvenile Justice and the 26<sup>th</sup> Judicial District share responsibility for school safety and must work together with complementary policies and procedures to ensure a safe learning environment for Charlotte-Mecklenburg students. Collaboration between these major institutions and the professionals who represent them is essential; and

**WHEREAS**, the parties acknowledge and agree that this Agreement is a cooperative effort to establish guidelines for the handling of school-related minor criminal acts which are defined herein as the Focused Acts; and

**WHEREAS**, students should be held accountable for their actions through a graduated response to Focused Acts that provides a continuum of services and increasingly more severe sanctions for continued Focused Act violations; and

**WHEREAS**, the vast majority of student misconduct can be best addressed through in-school strategies, maintaining a positive school climate within schools rather than the involvement of justice system officials; and

**WHEREAS**, the parties are committed to eliminating racial and ethnic disproportionality and disparities in the administration of discipline for school-based criminal conduct; and

**WHEREAS**, the response to school-related criminal conduct should be reasonable, consistent, and fair with appropriate consideration given to relevant factors such as student age, disciplinary history, criminal record, and nature/severity of the incident; and

**WHEREAS**, the parties further acknowledge and agree that the guidelines contained herein are intended to establish consistency in the handling of students who have committed a Focused Act as defined herein while simultaneously ensuring that each case is addressed on a case by case basis to promote a response proportional to the various and differing factors affecting each student's case; and

**WHEREAS**, students under 18 years of age, actively enrolled in a CMS school, who commit a Focus Act should be diverted, if eligible, to a non-criminal remedy unless review warrants the filing of a juvenile complaint or criminal charge; and

**WHEREAS**, students 18 years of age or older, actively enrolled in a CMS school, who commit a Focus Act may be diverted under special circumstances after the review of the appropriate officer; and

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**NOW THEREFORE**, it is agreed between the parties hereto that:

**I. DEFINITIONS**

As used in this Agreement, the term:

- A. “Student” means a child under the age of 18 years enrolled in Charlotte-Mecklenburg Schools.
- B. “Focused Act” means a criminal act that, when committed by a student on public school property does not, by its nature, require the filing of a juvenile complaint or criminal charge and includes the following: affray, simple assault without injury, disorderly conduct, communicating threats, student trespassing, misdemeanor larceny, misdemeanor possession of stolen goods, misdemeanor damage to property and misdemeanor drug possession.
- C. “Warning Notice” is an official notice of criminal violation for a school-related offense provided to the juvenile, and/or his parent or guardian, which offers an alternative Diversion Program as a consequence and remedial tool in lieu of a the filing of a criminal complaint.
- D. “Public School Property” means the physical premises of all school campuses and properties, active bus stops, all vehicles under the control of CMS, and the premises of all school-sponsored curricular or extra-curricular activities, whether occurring on or away from a school campus.
- E. “Intake” is the unit of the Charlotte-Mecklenburg Police Department that is responsible for accepting referrals and conducting a review to determine whether a student is eligible for diversion.
- F. A “School Resource Officer” or “SRO” is any law enforcement officer assigned to one or more Charlotte-Mecklenburg schools. For the purposes of this Agreement, the term School Resources Officer (SRO), and the requisite responsibilities and considerations regarding the investigation of Focused Acts committed by students upon CMS property, shall also include any sworn law enforcement officer with jurisdiction to investigate such acts upon CMS property.
- G. “School-Based Diversion Program” (SBDP) means an educational program or community based service developed by the parties for students who have committed first-time Focused Acts, when it is determined that the program will be an effective alternative to the filing of a formal complaint alleging delinquency or criminal charge.

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H. "Code of Student Conduct" refers to the student behavior guidelines approved by the CMS Superintendent each year that include rules for student behavior on school property and the range of interventions and disciplinary responses for particular rule violations.

**II. TERMS OF AGREEMENT**

**A. Establishment of Mecklenburg County School-Justice Partnership**

The parties, by this Agreement, establish the Mecklenburg County School-Justice Partnership (MCSJP). The MCSJP shall be comprised of the following agencies: Charlotte-Mecklenburg Schools, Charlotte-Mecklenburg Schools Police Department, Charlotte-Mecklenburg Police Department, Cornelius Police Department, Davidson Police Department, Huntersville Police Department, Matthews Police Department, Mint Hill Police Department, Pineville Police Department, Mecklenburg County Sheriff's Office, the Division of Adult Corrections for the 26<sup>th</sup> Judicial District and Juvenile Justice, District Attorney for the 26<sup>th</sup> Judicial District and the 26<sup>th</sup> Judicial District.

The MCSJP shall:

1. Convene regular meetings on a schedule to be established by the parties;
2. Share this Agreement with a copy to all school and police personnel;
3. Provide necessary and regular staff training on implementation of the Agreement;
4. Put into practice a school-based diversion program;
5. Monitor implementation of the Agreement;
6. Collect data and assess the effectiveness of the Agreement;
7. Cooperate on seeking funding sources; and
8. Modify the Agreement as appropriate.

**B. Role of the School Resource Officer**

The mission of the School Resource Officer (SRO) is to ensure school safety and, as such, the safe educational climate at the school. The SRO is not responsible for the enforcement of school discipline and shall not administer school punishment for violations of the CMS Code of Student Conduct. Absent a real and immediate threat to a student, teacher or other school official, and absent the situations described herein where SRO intervention is deemed appropriate, school administrators shall be responsible for the handling of all violations of the Student Code of Conduct and shall not direct an SRO to take action contrary to the terms, conditions and spirit of

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this Agreement which would result in the unnecessary filing of a juvenile complaint or criminal charge.

The presence of SROs on school campus is a necessity to prevent weapons, drugs and persons with intent to cause serious harm from entering upon the campus and/or to stop persons with intent to cause serious harm and to confiscate weapons and drugs that enter campus premises. This mission is compromised when SROs are absent from campus to transport students charged with Focused Acts or when applying traditional law enforcement responses to students committing Focused Acts.

**C. Considerations to Filing a Juvenile Complaint**

The parties agree that 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. The parties agree that the most effective means of holding students accountable for their actions include providing them with support from school officials who interact with them on a daily basis. Therefore, the following shall be considered by the SRO when investigating Focused Acts allegedly committed by juveniles while on school property:

1. Violations of the Code of Student Conduct

In the event that a student commits a violation of the Student Code of Conduct, the school principal 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 extra-curricular activities.

2. Warning Notice and Referral to School-Based Diversion Program

A. The Warning Notice is a discretionary tool that is not required unless the SRO deems it just and appropriate and shall only be applied once the juvenile's qualification for Diversion is verified. Nothing in this Agreement shall be construed to require or mandate the use of a Warning Notice upon the commission of a Focused Act. The SRO's discretion should, however, take into consideration certain factors that include, but are not limited to, the nature of the offense, previous or proposed disciplinary action taken by the school administrator for school-related offenses, and the juvenile's age.

B. Many types of student misconduct may meet the statutory requirements for a Focused Act, but are best handled outside of the criminal justice system. The first instance of student misconduct that constitutes a Focused Act should not result in an arrest or the

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filing of a criminal complaint, but should result in the issuance of a Warning Notice and referral to the School-Based Diversion Program (SBDP). The SRO also retains the discretion to apply a verbal admonishment or counsel in lieu of a Warning Notice.

- C. A Warning Notice shall not be issued without first consulting with a school administrator to ascertain the proposed disciplinary response of the administrator. The school administrator's school disciplinary response shall be given greater weight in mitigation of issuing a Warning Notice unless the nature of the act complained of and the needs of the student warrant additional action and/or services. School administrators will not direct the SRO to issue a Warning Notice, arrest a student, issue a citation, or file a juvenile complaint.
  - D. Notwithstanding the diversion system outlined herein, an SRO has the discretion to file a juvenile or criminal complaint or criminal charge for a Focused Act against a student in exceptional circumstances. The SRO shall be prepared to justify to his/her superior for such exceptions (this is consistent with our MOU regarding Citations vs Arrests).
3. Exceptional Circumstances for Diversion of Focused Acts

- A. A complaint shall generally not be filed on a student serving probation under the supervision of the juvenile court without first consulting with the assigned court counselor and seeking the court counselor's approval. This exception is required because court counselors have the authority to take certain action immediately without requiring a juvenile complaint.

**D. Treatment of Elementary Age Students**

The parties agree that a juvenile complaint should not be filed on an elementary age student without first consulting with a juvenile court intake officer. The tender age of elementary students demands that least restrictive measures are utilized to address the chronic disruptions of the student. The parties agree that elementary age students are not subject to the conditions, criteria and guidelines of this Agreement and shall be handled in accordance with their age and state of mind. SROs may, in their discretion, formally divert elementary age students in accordance with the terms of this Agreement.

**E. Administration of the SBDP**

The SBDP shall be administered by CMPD in consultation with the parties and the MCSJP. The SBDP develops, approves and manages programs that serve youth diverted from the court

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process. The parties agree that SBDP will assist SROs and administrators in recommending programs appropriate for students referred for a Focused Act.

**F. Training**

Parties will ensure that members of their respective agencies, especially those directly interacting with students and making discipline or charging decisions, are trained in the content of this Agreement within three months of signing this Agreement and the procedures of the SBDP. Training and implementation for existing parties should be an on-going process and any new officers, employees, agents, representatives, contractors or subcontractors whose work relates to this Agreement should be trained as they are hired.

The parties to this Agreement are committed to reducing the racial and ethnic disproportionality in the referrals of students to juvenile and criminal justice systems for formal processing. The parties, therefore, agree to ensure that all SROs, SRO supervisors, school administrators and juvenile justice intake workers participate in ongoing equity workforce development training as available.

The parties to this Agreement further agree to provide annual inter-agency training sessions for SROs from each of the signatory law enforcement agencies.

**G. Data Collecting and Monitoring**

Data reflecting all referrals to law enforcement, and filing of juvenile or criminal complaints, disaggregated by location of arrest/school, charge, law enforcement agency, gender, age, and race/ethnicity status shall be collected by the School District and partner agencies.

This data will be delivered to the MCSJP to evaluate compliance with the terms of this Agreement, the overall number of minor incidents being handled by the juvenile and criminal justice systems and reductions in racial disparities.

**III. DURATION AND MODIFICATION**

This Agreement shall become effective immediately upon its execution by signature and the obligations of the parties to administer the diversion program within each law enforcement agency shall arise upon the extension of diversion case management services to each law enforcement agency. This agreement shall remain in full force and effect until such time as terminated by any party to the Agreement. The Agreement may be modified at any time by amendment to the Agreement.

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Copies of the signature page shall be provided to each agency head of the MCSJP.

The parties agree to meet twice per year, at the end of each semester, with the MCSJP to provide oversight of the Agreement and make recommendations to the heads of each agency on any modification to the Agreement.

Charlotte-Mecklenburg Schools

Charlotte-Mecklenburg Schools Police  
Department

Matthews Police Department

Charlotte-Mecklenburg Police Department

Mint Hill Police Department

Cornelius Police Department

Pineville Police Department


Davidson Police Department

Mecklenburg County Sheriff's Office

Huntersville Police Department

Division of Adult Corrections for the 26<sup>th</sup> Judicial  
District and Juvenile Justice

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District Attorney for the 26<sup>th</sup> Judicial District



26<sup>th</sup> Judicial District