



**PITT COUNTY SCHOOL JUSTICE
PARTNERSHIP MEMORANDUM OF
UNDERSTANDING**

SECTION 1: INTRODUCTION

1.01 Purpose.

The purpose of this Pitt County School Justice Partnership Memorandum of Understanding (“MOU”) is to assist in clarifying the roles and responsibilities of the undersigned parties (individually “party” collectively the “parties”) participating in a School Justice Partnership and to outline the goals of such a partnership. The parties recognize that promoting a safe and orderly learning environment in the schools of The Pitt County Board of Education (the “School System”) is of paramount importance and that the School System, Pitt County law enforcement agencies, and the public share an interest in and responsibility for school safety. With the understanding that the safety and welfare of students is paramount, the shared goal of the parties is to, wherever possible and in accordance with applicable law, reduce the number of out of school suspensions and referrals to the court system arising from minor incidents of student misconduct or delinquent or criminal acts that do not pose a threat to the safety and welfare of the school community. As each party establishes and enforces its policies and procedures, consistent with applicable State and Federal law, the other parties agree to ongoing engagement with one another to realize the goal of this MOU.

1.02 Scope.

This MOU is not a binding contract, and no person is a third party beneficiary of this MOU. This MOU does not in any way change any statutorily prescribed or authorized, duty, responsibility, or permissible action of a party. Any alleged violations of this MOU shall not give rise to or be construed as creating any cause of action against any party participating in this MOU or their officers, officials (elected or non-elected), employees, representatives, or agents, nor shall such violations be considered negligence *per se*. Additionally, 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 to confer any additional benefit or right on students other than what is owed to them by the School System under the Individuals with Disabilities in Education Act (as amended) (“IDEA”), Section 504 of the Rehabilitation Act (“Section 504”), the Family Educational Rights and Privacy Act (“FERPA”), or other law or regulation.

Additionally, School Resource Officers (“SROs”) in the School System’s School Resource Officer (“SRO”) Program (the “SRO Program”) are employees of either the City of Greenville, Town of Ayden, Town of Farmville, Town of Grifton, Town of Winterville, Town of Ayden, or Pitt County Sheriff’s Office and are not employees or agents of the School System. Nothing in this MOU shall be constructed to make the School System, its Board Members, employees, or agents, liable for the acts or omissions of any SRO or other law enforcement officer. Likewise, nothing in this MOU shall be construed to make either the City of Greenville, Town of Ayden, Town of Farmville, Town of Grifton, Town of Winterville, Town of Ayden, or Pitt County Sheriff’s Office or any of the SROs in the SRO Program liable for the acts or omissions of the School System, and/or any of its Board Members, employees, representative, or agents.

1.03 Basic Principles.

The parties agree that this MOU is based on the following underlying principles.

- A. The General Assembly has established a State policy and statutory framework for school discipline in Chapter 115C, Article 27 of the North Carolina General Statutes 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 School System with the duty, responsibility, and authority to establish procedures for school discipline.
- C. The statutory framework: (1) prohibits the School System 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 parties have a shared interest in reducing the number of student suspensions, expulsions, and referrals to the justice system. Accordingly, the parties, within their defined roles and to the extent allowed by law, desire to timely and constructively address school-based misconduct and criminal and delinquent acts when and where it happens, helping students succeed in school, and preventing negative outcomes for both youth and the public.
- 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 or criminal or delinquent acts should be in accordance with applicable law, and should also be reasonable, consistent, and fair. Considerations include but are not limited to aggravating and mitigating factors such as the student's age, intent, and academic and disciplinary history; the nature and severity of the incident, criminal, or delinquent act; whether a weapon was involved or injury occurred; the impact on the school environment; and whether the action, if criminal or a delinquent act, is divertible, or otherwise subject to community resources.
- G. Minor school-based misconduct that does not pose a safety threat or threat of substantial disruption to the educational environment often may be appropriately addressed by the School System through a range of interventions and strategies, including but not limited to classroom, school, family, and community interventions, that do not require the intervention or assistance of law enforcement.
- H. The use by the School System of evidence-based and evidence-informed alternatives that are effective in reducing the use of out of school suspensions and referrals to law enforcement are encouraged as a response to incidents of minor school-based misconduct.
- I. As understood, criminal or delinquent acts that threaten the safety of students, staff, or school visitors, or that threaten to substantially disrupt the educational environment may appropriately lead to the involvement of law enforcement, and

for certain alleged criminal or delinquent acts, may mandate the involvement of law enforcement.

- J. As set forth in Board policy and the Board’s agreements with law enforcement agencies supplying SROs, students are to be disciplined by the School System, and the SRO Program is to operate without discrimination against any person on the basis of sex, gender, race, color, religion, national origin, or disability.
- K. Ongoing institutional dialogue between and among the parties, and other relevant stakeholders is essential to support efforts to establish and maintain a safe, inclusive, and positive learning environment for all students, educators, and SROs.
- L. The parties are committed to the fair and equitable treatment of all persons without discrimination on the basis of sex, gender, race, color, religion, national origin, age, or disability.
- M. This MOU shall in no way prevent, limit, or inhibit law enforcement response to criminal or delinquent acts or the School System’s ability to utilize disciplinary reassignment, suspension, or expulsion of students, when appropriate and in accordance with applicable and governing laws and policies.

SECTION 2: DEFINED ROLES

2.01 Role of School Officials.

The School System utilizes Positive Behavioral Interventions and Supports (“PBIS”) and other progressive, alternative disciplinary measures. PBIS and progressive, alternative disciplinary measures helps the School System educate students about the harm caused by students’ actions and enable the School System to impose disciplinary consequences other than out of school suspensions. The School System’s principals and assistant principals (“school administrators”) shall be solely responsible for implementing the Student Code of Conduct and school discipline policies. School administrators, not SROs, have primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. School administrators are encouraged to use a full range of responses to violations of disciplinary rules, including conferences, counseling, peer mediation, behavior contracts, instruction in conflict resolution and anger management, in school suspension,

detention, academic interventions, community service, and other similar schools that do not result in a short-term out of school suspension.

2.02 Role of SROs.

The role of SROs are to be consistent with and governed by the agency-specific and then existing School Resource Officer Program Agreement and applicable law.

SECTION 3: SPECIAL CONSIDERATIONS

3.01 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 to prevent or stop disruptions to the learning environment. In such circumstances, school administrators should utilize the least restrictive measures appropriate to the circumstances to remove a student from public property. Such measures will usually begin with contacting the parent(s) or guardian(s) to retrieve the child. If the student refuses to comply with the administrator's direction to leave the school property, the SRO shall be notified.

3.02 Considerations for SROs in Working with and Responding to Conduct by Students with Disabilities.

Where a parent, guardian, caregiver, student, or other individual having lawful authority to act on a student's interest has given express written consent that meets all applicable legal standards, including but not limited to FERPA, Section 504, and IDEA, school administrators may share information about the student's disability needs and characteristics and symptoms associated with that disability which may be relevant to an SRO's supervision of and interaction with the student. Where disclosure regarding a student's disability needs and characteristics has been made to the SRO and an incident at school involving the student could potentially give rise to a juvenile petition or criminal process being initiated against the student, the SRO may consider the information that has been disclosed in determining whether or not to initiate a juvenile petition or criminal process against the student.

SECTION 4: SUMMARY

4.01 Summary of Key Points.

The parties agree to the following key points:

- A. Convene a Progress Monitoring Team composed of one designee from each signatory of this MOU for the purpose of monitoring and oversight of this MOU when it is implemented;
- B. Share this MOU with a copy to all School System and law enforcement personnel, as applicable;
- C. Provide necessary staff training on implementation of this MOU;
- D. Within their respective roles and in accordance with applicable law, investigate student misconduct, criminal, or delinquent acts and attempt to utilize available least restrictive measures to address the conduct or act;
- E. Illustrate the role of the SRO and law enforcement in schools;
- F. Collect data and assess the effectiveness of this MOU; and
- G. Modify this MOU as appropriate and review as needed.

SECTION 5: TRAINING

5.01 The parties will ensure that members of their respective agencies are well versed in the content of this MOU, as necessary. Although training is the responsibility of the respective parties, the parties to this MOU will, to the extent practical, strive to collaborate in their trainings to ensure that all personnel are operating under the same understanding.

SECTION 6: RESPONSE GUIDELINES

6.01 School Based and Law Enforcement Response to Minor Infractions.

Each school in the School System and law enforcement agency should develop their own school-based response that fits their individual needs and resources in conformance with applicable law and the goals established herein.

SECTION 7: DATA SHARING, COLLECTION, MONITORING, AND CONFIDENTIALITY

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. Nothing in this MOU shall be construed to require the release of information by the Pitt County Clerk of Court, or the parties. Juvenile court records maintained by the Clerk of Court shall remain confidential as required by N.C.G.S. § 7B-3000(b), and such records will not be subject to inspection or examination, except as permitted by statute or court order. Records maintained by the School System shall remain confidential as may be required by FERPA, and state law, and such records will not be subject to inspection or examination, except as permitted by law.

7.01 Data Collection.

The following aggregate data will be collected by the Progress Monitoring Team. No identifying data should be included in the reports to protect student privacy and confidentiality.

- A. From the School: The number and types of disciplinary actions, number and demographics of students involved, and referrals to law enforcement.
 - B. From Law Enforcement: The number and types of school incidents for which law enforcement incident reports are written, and law enforcement actions on incidents.
 - C. From Support Services: The number and types of referrals, interventions/programs, and outcomes.
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7.02 Data Sharing.

On a regular basis that should not exceed a quarter, any agency (school, law enforcement, social services, mental health, and other services) that refers a student to another agency may 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 is required for monitoring of individual student progress and determination of service needs.

7.03 Progress Monitoring.

On a regular basis and at least quarterly, the parties acknowledge and agree that the Progress Monitoring Team, composed of one designee from each signatory of this MOU, 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 Progress Monitoring Team will prepare a report of activities and make recommendations for improvements to this MOU and/or its implementation.

7.04 Confidentiality; Access to Student Records.

Confidentiality and access to student records are to be consistent with and governed by the agency-specific and then existing School Resource Officer Program Agreement and applicable law.

SECTION 8: EXECUTION

In Witness Whereof, the parties hereto, intending to cooperate with one another, have set their signature to this Pitt County Partnership Memorandum of Understanding on this the _____ day of _____, 2019.

[Signatures Begin on Next Page]



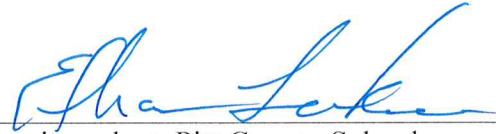
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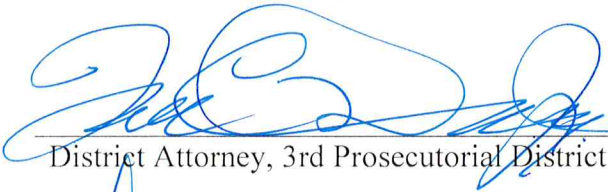
Chair, The Pitt County Board of Education



Chief District Court Judge, 3rd Judicial District



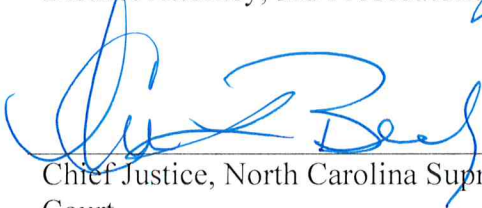
Superintendent, Pitt County Schools



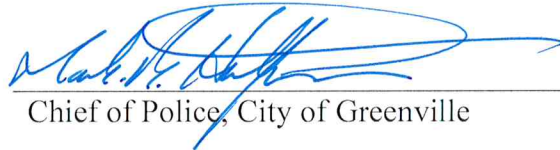
District Attorney, 3rd Prosecutorial District



Sheriff, Pitt County



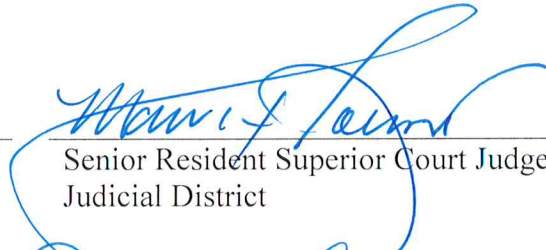
Chief Justice, North Carolina Supreme Court



Chief of Police, City of Greenville

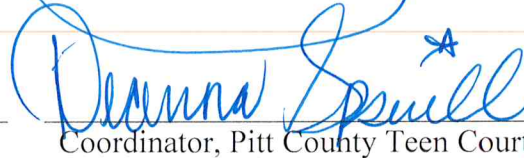


Clerk of Superior Court, Pitt County

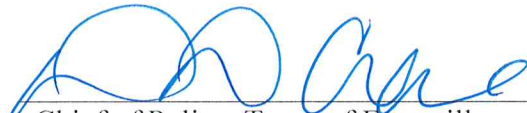


Senior Resident Superior Court Judge, 3rd Judicial District

Chief of Police, Town of Winterville



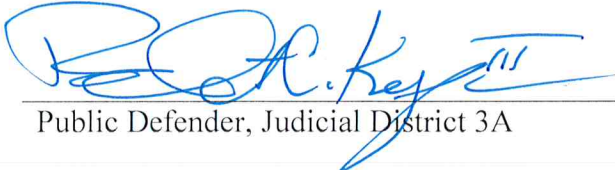
Coordinator, Pitt County Teen Court



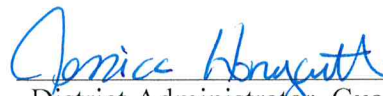
Chief of Police, Town of Farmville



Chief Court Counselor, District 3



Public Defender, Judicial District 3A



District Administrator, Guardian ad Litem


Chief of Police, Town of Grifton

Chief of Police, Town of Ayden