

Judicial District 6 School Justice Partnership MEMORANDUM OF UNDERSTANDING

PREAMBLE

WHEREAS, schools and law enforcement agencies share responsibility for school safety and must work together with complementary policies and procedures to create a safe school environment; and

WHEREAS, some student misconduct can be best addressed through classroom, in-school, family, and community strategies and maintaining a positive climate within schools rather than through the justice system; and

WHEREAS, schools and law enforcement agencies aim to provide a consistent response to student misbehavior, efficiently utilizing alternative support services and reducing involvement of law enforcement and justice agencies for minor misconduct at school and school-related events; and

WHEREAS, clarifying the responsibilities of school and law enforcement personnel with regard to 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:

- 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. School officials, members of law enforcement, and 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.
- C. 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.

- D. 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 that do not require the intervention or assistance of law enforcement.
- E. 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 for certain alleged criminal acts, may mandate the involvement of law enforcement.
- F. 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 the respective principals, superintendents, Boards of Education, or the appropriate law enforcement agency or officer. However, because court involvement produces long-lasting negative outcomes for students and communities, 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.
- G. Implementation of this MOU will require regular meetings, multidisciplinary training, annual evaluations, and an ongoing commitment to fostering the relationships that are the foundation of this agreement.
- H. This MOU shall not inhibit, discourage, or prevent individual victims of student misconduct from pursuing criminal or juvenile charges against students nor shall it affect the prosecution of such charges. The decision to initiate and prosecute juvenile and/or criminal charges lies in the sole discretion of the undersigned Chief Juvenile Court Counselor and/or designees and the undersigned District Attorney and/or designees.
- I. To the extent that this MOU conflicts with any applicable law or regulation, the applicable law or regulation shall control.
- J. 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.
- K. 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 undersigned Boards of Education under the Individuals with Disabilities Education Act (as amended), Section 504 of the Rehabilitation Act, or other law or regulation.
- L. No person is a third-party beneficiary of this MOU.
- M. Some signatories to this Agreement have entered into separate Memorandums of Understanding (“SRO MOU”) between local law enforcement and the board that address, among other things, responsibilities and roles of school and law enforcement officials in responding to school-based misconduct, and affirm the goal of reducing suspensions, expulsions, and referrals to the justice system. To the extent any provisions in this Agreement are inconsistent with the SRO MOU, the SRO MOU shall prevail as to operation of a school district’s SRO Program.

I. DEFINITIONS

- A. **“Code of Student Conduct”** means Code of Student Conduct for the undersigned school systems.
- B. **“Exclusionary Discipline Practices”** refers to suspension, expulsion, referral to the juvenile justice system or initiation of criminal charges.

- C. **“Public School Property”** means the physical premises of all school campuses and properties, active bus stops, all vehicles under the control of the undersigned school systems, and the premises of all school-sponsored curricular or extracurricular activities, both on and away from a school campus.
- D. **“School-Based Diversion”** (SBD) means an educational program or community-based service identified as an effective alternative to exclusionary discipline practices
- E. **“School-Based Misconduct”** means any minor, non-criminal violation of the Code of Student Conduct.
- F. **“School Resource Officer”** (SRO) means a certified law enforcement officer who is assigned to provide coverage to a school or a set of schools.
- G. **“Student”** means a person duly enrolled in the undersigned school systems, regardless of age.

II. TERMS OF AGREEMENT

A. Establishment of Judicial District 6 School Justice Partnership

This MOU establishes the Judicial District 6 School Justice Partnership (JD6SJP). The JD6SJP shall be comprised of the undersigned agencies.

B. Implementation of JD6SJP

The JD6SJP shall:

1. Convene regular 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 training 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.

C. Problem-Solving Approach

1. Schools shall, when appropriate, make a reasonable effort to resolve school-based misconduct using appropriate classroom interventions, support services, and community strategies prior to implementing exclusionary discipline practices. However, the decision for each student must be tailored to address the student’s specific circumstances and needs and the need to ensure school safety.
2. At each level of intervention, the person handling the intervention should consider whether the student misconduct is due to academic, mental health, social issues, or overlapping issues.
3. When determining appropriate interventions and consequences, all relevant factors should be considered, including, but not limited to:
 - a. Age, health, risks, needs, and disability or special education status of the student;
 - b. Intent, context, prior conduct, and record of behavior of the student;

- c. Previous interventions with the student;
 - d. Student's willingness to repair the harm;
 - e. Parents' willingness to address any identified issues;
 - f. Seriousness of the incident and degree of harm caused; and
 - g. Effect on the educational environment by the student's continued presence in school.
4. Race, ethnicity, gender, gender identity, sexual orientation, religion, and national origin of the student and/or family will not be considered when determining consequences for student misconduct.

D. 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 shall generally be responsible for handling school-based misconduct that does not pose a safety threat or threat of substantial disruption to the educational environment. School administrators work in conjunction with the SRO to take action regarding school-based misconduct that is more serious and that which threatens the safety of students, staff, or school visitors, or that threatens to substantially disrupt the educational environment.

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:

- a. *Coordination with School Administrators* – Law enforcement shall endeavor, to the extent practical, to notify school administrators in advance whenever they plan to execute a law enforcement function on school grounds.
- b. *Necessity of the Action* – Prior to entering a school to conduct an investigation, arrest or search, law enforcement officers should consider the necessity of such action based on the potential danger to persons; the likelihood of destruction of evidence or other property; the ability to conduct the investigation, arrest, or search elsewhere; and other factors relevant to law enforcement and public safety.
- c. *Custody Protocols* – When taking a student into custody, if it will not jeopardize public safety, law enforcement officers should make reasonable efforts to avoid making arrests or taking students into custody on school premises. Whenever reasonably possible in light of safety concerns, students shall be taken into custody out of sight and sound of other students.

E. Special Considerations

1. 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. In such circumstances, the administrator will aim, to the extent practical, to utilize the least restrictive measures appropriate to the circumstances to remove a student from public school property.

2. Bullying

Student actions that involve bullying should be handled in accordance with existing policies of the respective undersigned school systems regarding bullying, consistent with the Safe Schools Act, and as provided by law.

3. Diversion

SROs may, when they deem it appropriate in light of all circumstances, utilize Teen Court as a diversion option, if available. SROs must contact the Teen Court Coordinator for approval.

4. 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.

5. Suicide, Child Abuse, and Self-Injurious Behavior

If a student expresses suicidal thoughts or there is evidence or reports of child abuse, neglect or self-injurious behavior, those incidents should be reported immediately in accordance with the policies of the respective undersigned school systems and North Carolina law.

III. 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 within six months of its signing. Training and implementation for existing parties should be an ongoing process and any new officers, employees, agents, representatives, contractors, or subcontractors whose work relates to this MOU should be trained as they are hired.

IV. DATA COLLECTION, DATA SHARING, AND PROGRESS MONITORING

A. Data Collection

1. 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 identifying data should be included in the reports to protect student privacy and confidentiality.

2. The following data shall be collected for each school-based disciplinary incident that occurs to assess the effectiveness of this MOU:
 - a. Type of offense;
 - b. Date of offense;
 - c. School intervention (e.g., parent conference, in-school suspension, out-of-school suspension) (can be multiple responses);
 - d. If suspended, length of suspension;
 - e. Student demographics (gender, race/ethnicity, age, grade, school, disability status, limited English proficiency status);

- f. Law enforcement intervention, if any (e.g., search or seizure, use of force, questioning, diversion, court referral, detention) (can be multiple responses);
 - g. Name of officer(s) involved;
 - h. If referred to court, offense for which student was charged;
 - i. If referred to court, outcome of referral (e.g., diversion plan, dismissal, adjudicated/convicted);
 - j. If diverted to service, service type (e.g., Teen Court, School-Based Diversion Program, mediation program, community service, mental health referral); and
3. The parties will remain cognizant of student privacy and confidentiality issues. The parties understand that, to the extent school districts are tasked with providing the information listed above to other signatories to this agreement, such information must be provided consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA), described further below.

B. Data Sharing

On a regular basis that should not exceed one month, any agency (school, law enforcement, social services, mental health, or 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) may be requested from the parents so private agencies can also share information with the schools. Regular follow-up and data sharing assists in monitoring of individual student progress and determination of service needs.

C. FERPA Compliance

The SRO may have access to confidential student records or to any personally identifiable information of any student as defined in 34 CFR 99.3 to the extent allowed under the Family Educational Rights and Privacy Act (FERPA). SROs and other law enforcement officers may have access to confidential student records or personally identifiable information in those records under the following circumstances:

1. The SRO is acting as a “school official” (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, a SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or designee has requested the SRO’s assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts.
2. The SRO has written consent from a parent or eligible student to review the records or information in question.
3. The principal or designee reasonably determines that disclosure to the SRO without the parental consent is necessary in light of a significant and articulable threat to one or more person’s health or safety.
4. The disclosure is made pursuant to a valid subpoena or court order, provided that advance notice of compliance is provided to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.

5. The information disclosed is "directory information" as defined by local board policies, and the parent or eligible student has not opted out of the disclosure of directory information.

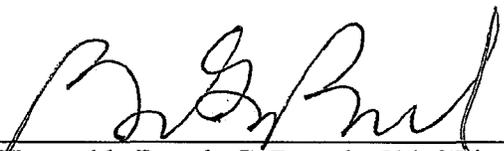
D. Progress Monitoring

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 September 1, 2020 and shall remain in full force and effect until modified by agreement of the parties hereto. The agreement may be modified or extended at any time by amendment to the agreement. 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.



The Honorable Brenda G. Branch, Chief District Court
Judge, 6th Judicial District

8/3/2020
Date



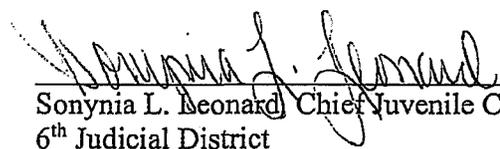
The Honorable Teresa R. Freeman, District Court Judge,
6th Judicial District

8-3-2020
Date



The Honorable Valerie Asbell, District Attorney,
6th Judicial District

9-2-2020
Date



Sonynia L. Leonard, Chief Juvenile Court Counselor,
6th Judicial District

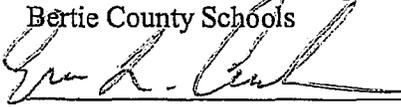
8-6-20
Date



Dr. Otis L. Smallwood, Superintendent
Bertie County Schools

9/10/2020

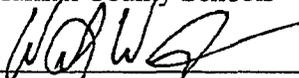
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Dr. Eric Cunningham, Superintendent
Halifax County Schools

9/10/2020

Date



Dr. William T. Wright, Jr., Superintendent
Hertford County Schools

9-2-2020

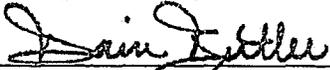
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Dr. Pamela D. Chamblee, Superintendent
Northampton County Schools

9-3-2020

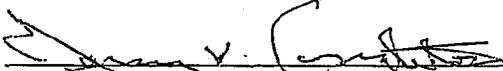
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Dr. Dain Butler, Superintendent
Roanoke Rapids Graded School District

9/3/2020

Date



Dr. Jerry Congleton, Superintendent
Weldon City Schools

9-3-2020

Date



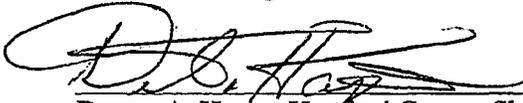
John Holley, Bertie County Sheriff

9/17/2020

Date

Wes Tripp, Halifax County Sheriff

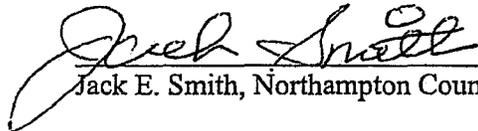
Date



Dexter A. Hayes, Hertford County Sheriff

9-18-2020

Date



Jack E. Smith, Northampton County Sheriff

09-10-2020

Date



Charles G Suttin III, CEO, Cardinal Innovations

3/4/2021

Date