

SCHOOL RESOURCE OFFICER PROGRAM MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter "MOU") effective July 1, 2025, is made and entered into by and between the Durham Public Schools Board of Education (hereinafter "DPSBOE" or "Board"), the governing body of the Durham Public Schools (hereinafter "DPS"), and the Durham County Sheriffs Office (hereinafter "Agency,") on the attached signature pages.

WITNESSETH

WHEREAS, the DPSBOE and the Agency recognize the benefits of the School Resource Officer Program to the citizens of Durham County, North Carolina, and particularly to the students, parents and staff of the public school system of Durham County, North Carolina;

WHEREAS, the DPSBOE desires to have the Agency provide School Resource Officers to certain schools within the DPS;

WHEREAS, the Agency is willing to provide School Resource Officers to certain schools within the DPS; and

WHEREAS, it is in the best interest of the DPSBOE, the Agency, and the citizens of Durham County to establish the School Resource Officer Program as hereinafter described.

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DPSBOE and the Agency do hereby agree as follows:

Article I

Purpose and Governing Principles

This MOU outlines the goals and guiding principles as agreed to by and between the Board and the Agency for its School Resource Officer Program, hereby established in the public school system of Durham County, North Carolina. The goals of the Program are as follows:

1. Help maintain a safe, positive, inclusive, and secure -learning environment on campus, conducive to learning and preventing criminal activities and disturbances;
2. Establish and maintain partnerships among law enforcement personnel and school personnel to prevent juvenile delinquency and criminal activity; and
3. Increase visibility of law enforcement in schools and the community to promote positive attitudes regarding the role of law enforcement in society;
4. Serve as a comprehensive resource for school personnel, students and parents in identifying community resources to help address issues and concerns affecting the physical and mental health of a student;
5. Provide consultative assistance to school personnel on law enforcement topics.

These MOU governing principles are intended to promote a safe, welcoming, and inclusive environment for all students, staff, and other members of the school community while recognizing that sworn police officers have constitutional, statutory and professional standards by which they are bound. School resource officers serve as law enforcement officers, law-related counselors and mentors. The parties agree that in compliance with the law, the parties shall administer the School Resource Officer Program established under this MOU without discrimination against any person on the basis of sex, gender, race, color, religion, national origin, age, disability, or sexual orientation. In particular, under no

circumstances will any representative of any of the parties engage in any conduct in violation of state or federal anti-discrimination laws in their interactions with students, including but not limited to any retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

Article II Duties of the Agency

The Agency shall provide School Resource Officers (each, an "SRO" collectively "SROs") as follows:

1. **Qualifications of SROs.** The Agency shall assign regularly employed law enforcement officers to serve as SROs in certain DPS schools. Each assigned SRO will be a certified law enforcement officer by the State of North Carolina and must complete a forty (40) hour School Resource Officer training course through the North Carolina Justice Academy and Crisis Intervention Training (CIT) certification. If an officer does not possess SRO training and/or CIT certification at the time of assignment, the Agency will ensure that the officer participates in any necessary coursework to receive the training and certification at the next available course opportunity.
2. **Assignment of SROs.** SRO positions shall be filled by the providing Agency's directives and selection process. SROs should have no substantiated reports of harassment, discrimination, disproportionate minority contact, improper use of force, or other serious performance issues in their work history that would make the officer inappropriate for performing duties as a SRO. In addition, SROs should have positive experience working with youth and/or in a school setting and should be willing and able to serve as mentors for students. DPS may provide feedback to the Agency regarding SRO selection. The Agency shall ensure that all SROs participate in an orientation process conducted in collaboration between the Agency and the DPS to provide an overview of the School Resource Officer Program and review DPS policies and procedures.
3. **Assignment of SRO Supervisor.** The Agency shall designate a regularly employed law enforcement officer to supervise the assigned SRO(s) and to coordinate the functions of the SRO Program with the Superintendent or designee. The duties of the SRO supervisor shall include coordinating work assignments of the SROs between various campuses; ensuring SRO compliance with directives and policies of the Agency and the DPS; coordinating SRO scheduling and work hours (vacation requests, sick leave, etc.); and addressing concerns and complaints regarding performance and conduct of SROs in collaboration with DPS and in accordance with Agency protocols.
4. **As an employee of the Agency,** the SRO shall always remain fully responsive to the chain of command of the Agency in all matters relating to employment and supervision.
5. **SRO Trainings.** The Agency shall ensure that its SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Agency in addition to any training and certification required under this MOU.
6. **SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions.** The Agency shall collaborate with DPS to host an annual summit of SROs, school administrators and school counselors to discuss issues relevant to the School Resource Program and operations. The Agency shall require all SROs to attend DPS or Agency orientations and guidance sessions designed for SROs that may occur periodically during the school year, so long as the scheduling of the guidance sessions offered does not conflict with assignments from the Agency. Such guidance sessions shall be designed to provide resources to SROs on topics relevant to the School Resource Officer Program, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline;

positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students. Other law enforcement officers who supervise SROs will be strongly encouraged to attend such sessions.

7. SRO Work Hours and Absences. The Agency shall make reasonable efforts to not utilize the SROs during the designated workday for duties other than set forth in this MOU. In the event a SRO is temporarily unavailable on campus due to training, illness, approved leave, court hearing, or other reasons, the Agency shall notify the principal and provide a replacement officer whenever possible as determined by the Agency.

Article III

DPSBOE Expectations of the SRO While Serving on Campus

1. SRO Work Hours, Uniforms and Visibility on Campus. The SRO shall remain on the school grounds during normal school hours, except when necessary to attend to a law enforcement emergency, any meetings or trainings described in this MOU or otherwise required or approved by the Agency, or on occasions when, at the discretion and direction of the Agency, the officer is needed to attend to official law enforcement business off-campus. With the exception of emergency situations out of the SRO's control, the SRO shall give the SRO supervisor and principal or designee reasonable advance notice of any times when the SRO is not expected to be on campus during normal school hours, and the Agency will provide replacement officers to the extent possible in accordance with Article II, Section 6, of this MOU. The SRO shall wear the official law enforcement uniform or other apparel issued by the Agency at all times while serving on DPSBOE property and shall make best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur. The SRO shall, whenever possible and in accordance with guidance from the school principal or designee, participate in or attend school functions during the SRO's regular duty hours, in order to assure the peaceful operation of school-related programs. Security services for extracurricular activities held outside of school hours shall be addressed through a separate contract between the Board and each Agency for law enforcement officer services.
2. SRO Mentoring and Outreach. Each SRO shall conduct himself or herself as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, and others associated with the school; and shall encourage students to develop positive attitudes towards the school, education, law enforcement officers, and positive living in general.
 - a. Interaction with parent and faculty groups. The SRO shall be strongly encouraged to attend meetings of parent and faculty groups to solicit their support and understanding of the School Resource Officer Program and to promote awareness of law enforcement functions during the SRO's regular duty hours.
 - b. Information on community resources. The SRO shall be familiar with community agencies that offer assistance to youths and their families, including but not limited to mental health clinics and drug treatment centers, and shall provide information on such agencies to students, parents, and/or school administrators when appropriate. In addition, the SRO shall provide information to the school principal, students, and parents regarding additional resources offered by community agencies or the Agency providing afterschool and summer programs and opportunities for youth.
3. Law Enforcement Actions and Safety Interventions. The SRO may initiate appropriate law enforcement actions to address criminal matters, including but not limited to matters that threaten

the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff). Any such intervention shall reasonably take into consideration the nature of the circumstances presented, the physical safety of members within the school community, and any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies. The discretion of criminal charges (arrest, citations, warrants, etc.) or juvenile petitions will rest with the individual SRO and not the school administration. Use of force may be implemented pursuant to Agency procedures and protocol as well as all applicable laws, if objectively reasonable based on the totality of the circumstances and shall not be excessive, arbitrary, or malicious. The SRO also shall, whenever possible, advise the principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of those present on the school campus, including the SRO.

- a. Investigations and Arrests. Criminal investigations and arrests by SROs will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interrogations, searches, and arrests. The SRO shall promptly notify appropriate school authorities whenever a SRO asks a student questions of an investigative nature or takes any direct law enforcement action against a student; however, notification may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person or compromise an ongoing criminal investigation. The appropriate school authorities shall promptly notify the parent(s) or guardian of any student suspected of criminal wrongdoing, whenever a SRO asks a student questions of an investigative nature or takes any direct action against any student suspected of criminal wrongdoing. SROs and school administrators shall collaborate and determine how such notice should be given in each individual circumstance. SROs shall comply with Miranda and juvenile Miranda rules whenever applicable in the course of questioning individuals suspected of criminal wrongdoing. If a SRO questions, searches, or arrests a student at school, all reasonable efforts will be made to remove the student from other students and bystanders or otherwise to not bring undue attention to the student.
- b. Searches. SROs shall be aware of and comply with all laws and standards regarding searches of persons and property while performing services pursuant to this MOU. In particular, SROs shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. At no time shall any SRO request that any DPS employee lead or conduct a search of a student for law enforcement purposes.
- c. Interrogations. In cases where the parent(s) or guardian cannot be reached and any questioning of a student is conducted without parental notification, the school principal or designee must be present during the questioning unless the SRO directs otherwise for safety or investigative reasons. Presence of the principal/designee does not in any way impact the SRO's duty, if applicable in the situation, to comply with the student's Miranda or juvenile Miranda rights. At no time shall the SRO request that any DPS employee act as an agent of the SRO or law enforcement in any interrogation.
- d. Non-school Investigations. The SRO shall comply with Durham School Board Policy 4321, Investigations and Arrests by Law Enforcement, regarding law enforcement investigations related to non-school matters. The SRO shall refrain from questioning students at school regarding non-school related matters unless the SRO has a warrant or

unless questioning, searching or arresting a student on school property at that time is necessary, in the discretion of the SRO, for the success of a law enforcement investigation or to prevent injury or crime.

4. **School Discipline.** The school administrator shall be solely responsible for implementing the student Code of Conduct and discipline policies. The school administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules. The SRO should generally not have any further involvement in routine disciplinary matters, such as tardiness, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behaviors and other similar minor infractions of school rules. School officials shall only request SRO when reasonably necessary to protect the physical safety of staff, students or others in the school environment.
 - a. **Searches.** SROs shall only be involved in searches conducted by school personnel if a suspected criminal act is involved or school personnel requests the assistance of the SRO to maintain a safe and secure environment for students, staff, and visitors.
 - b. **Interrogations.** The SRO will not be involved in questioning of students initiated and conducted by school personnel in disciplinary matters unless requested by the school personnel to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his or her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively question students.
5. **Joint Law Enforcement and School Discipline Investigations.** In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g., when both the school administration and SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work in tandem. In such events, the criminal investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing. The SRO shall also adhere to all appropriate laws and standards governing law enforcement investigations and not assume that laws and standards that govern school disciplinary investigations will also apply to him or her in the course of conducting a criminal investigation.
6. **Confidentiality; Access to Student Records.** The SRO shall comply with all applicable laws, regulations, and DPSBOE policies (as provided in writing to the SRO or posted on the District Policies web site), including but not limited to laws, regulations and policies regarding access to confidential student records, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The SRO may have access to confidential student records or to personally identifiable information of any DPS student as defined in 34 CFR 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable DPSBOE policies and procedures. SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purposes. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with

SROs under any of the following circumstances:

- a. Pursuant to 34 CFR 99.31, the SRO is accessing student records 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 (the "school official" exception). 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.
 - b. The SRO has written consent from a parent or eligible student to review the records or information in question.
 - c. The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.
 - d. The disclosure is made pursuant to a judicial order or lawfully issued subpoena, provided that the DPS makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance 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.
 - e. The information is disclosed pursuant to 34 CFR 99.38 which allows disclosure if the reporting or disclosure is allowed by a state statute concerning the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released.
 - f. The information disclosed is "directory information" as defined by DPSBOE Policy 4207, and the parent or eligible student has not opted out of the disclosure of directory information.
 - g. The disclosure is otherwise authorized under FERPA, its implementing regulations, or applicable DPS policies and procedures.
7. Communication between SROs and Principals. The SRO is expected to meet with the school principal and members of the administrative team designated by the principal on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.
8. Development of School Safety Plans. The SRO and school principal or designee shall meet annually to conduct a school safety assessment which should include, but is not limited to, a review of the school grounds and buildings for interior and exterior safety concerns, and discussion of issues affecting the safety of the school environment (e.g., substance abuse, gangs, bullying). The vulnerability assessment shall also include an evaluation of vehicle traffic flow at the school to determine what level of control is needed. The SRO and the school principal, or designee, shall confer to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school- related activities. The school principal will contact any other school system personnel who should be involved in these discussions. The SRO and school principal or designee shall meet mid-year and as needed during the school year to review safety plans and strategies for amendment or revision to address circumstances affecting the safety of the school environment which have arisen during the school year. The SRO shall discuss the school

safety assessment and proposed next steps with the SRO Supervisor prior to the beginning of each school year.

9. SRO Orientation, Annual SRO and Ongoing Guidance Sessions. The SRO shall attend all orientations, meetings, summits, and information and guidance sessions scheduled during the SRO's regular duty hours as requested by the Agency and/or DPS in accordance with Article II, Paragraph 5 herein.

Article IV

Duties of the DPSBOE and the DPS

1. Provision of Office Space and Access to School Community.
The DPSBOE, Superintendent, and school principals agree to provide to each full-time SRO:
 - a. Access to suitable accommodations at the school, which shall include a lockable room with limited access, telephone, desk, chair, current model computer with printer access, copy machine, fax machine, scanner access and a filing cabinet;
 - b. A radio for use on campus;
 - c. A cell phone;
 - d. Wi-Fi and internet access which includes, but is not limited to, the ability to connect to Agency VPN, programs, applications and databases.
 - e. Keys to the assigned school; and
 - f. Reasonable opportunity to address students, teachers, school administrators, and parents about criminal justice, safety, and security issues relating to school-aged students.
2. Referrals to the SRO. Maintaining order in the school environment and investigating and responding to school discipline matters shall be the responsibility of the school administration. School administrators are expected to adhere to the student discipline procedures outlined in applicable state and federal law and Board policies. DPS shall refrain from involving the SRO in the response to student disciplinary incidents and the enforcement of disciplinary rules that do not constitute violations of law, except when necessary to support staff in maintaining a safe school environment. DPS shall provide training to school administrators regarding the role of the SRO and the appropriate involvement of the SRO in student matters that pose a threat to the safe school environment, at least on an annual basis. Such trainings shall include information on how to distinguish between disciplinary infractions appropriately handled by school officials versus threats to school safety that warrant a referral to law enforcement.
3. Communication between SROs and Principals. School principals are expected to meet with SROs on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities. The DPSBOE authorizes principals to report any crimes that occur on campus to the assigned SRO in compliance with all applicable state laws and DPSBOE policies that require school officials to report criminal acts occurring on school grounds to law enforcement.
4. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. DPS and Agency shall jointly coordinate an orientation for SROs to discuss an overview of the School Resource Officer Program and review DPS policies and procedures. DPS and Agency shall host an annual summit of SROs and school administrators to discuss issues relevant to the School Resource Officer Program and operations. At least one administrator from each school with an assigned SRO shall attend the summit. In addition, DPS may offer additional guidance sessions and resources to SROs on topics relevant to the School Resource Officer Program that may occur periodically during the school year, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline;

positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students.

5. Data Collection and Reporting. The Agency, DPSBOE and DPS acknowledge that data regarding the operation and effectiveness of the school resource office program is essential for program review, program improvement, program development and training. During the term of this agreement (August 20, 2019 to July 30, 2020), the Agency and DPS agree to convene each semester to discuss de-identified data reflecting rates of suspension and outcomes of referrals to law enforcement.
6. Review of SRO Program. The Superintendent or his/her designee shall collect feedback from principals at least annually regarding the SRO program and provide feedback to the Agency regarding the SRO program and the performance of SROs on an annual basis.

Article V

Financing the School Resource Officer Program

The DPSBOE agrees to enter into a separate service contract with the governing body of the Agency to address the assignment of SROs to specific DPS schools, as well as additional matters which may be unique to the Agency. The terms of any separate service contract shall not be inconsistent with the terms of this MOU. In the event of any conflict between any separate service contract regarding SRO services and the terms of this MOU, the terms of this MOU shall prevail, except that the service contract will prevail only with respect to the issue of payment for SRO services.

Article VI

Employment Status of School Resource Officers; Suspension or Reassignment

Each individual SRO shall remain an employee of his or her respective assigning Agency, and shall not be an employee of the DPSBOE. The Agency shall provide its SROs with the same type benefits, equipment, supplies, and training as that provided to their regularly employed law enforcement officers.

If, in the discretion of the school principal or DPS Executive Director of Safety & Security, a SRO is not effectively performing his or her duties or responsibilities, and/or receives a complaint from a staff member, student or parent about actions of the SRO, the principal or Executive Director should report concerns to the SRO supervisor. In the event concerns continue or persist, the principal or Executive Director shall recommend to the Superintendent that the SRO be removed from the program and shall state the reasons in writing. After receiving the recommendation from the principal or Executive Director, the Superintendent or his/her designee, if s/he agrees, shall advise the Agency of the request. The Agency shall contact the Superintendent or his/her designee and shall agree to remove the SRO from serving DPS if, upon review by the Agency, there is verifiable, documented evidence of ongoing performance issues that have persisted despite the SRO being provided notice and an opportunity to improve.

In addition, if the principal or the DPS Executive Director of Safety & Security documents SRO misconduct that threatens the health or safety of students or staff, the DPS will immediately notify the SRO supervisor and provide copies of such documentation to the Agency. The Agency shall promptly review the documentation to determine whether to remove the SRO from serving DPS until the completion of the Agency's review of the misconduct, consistent with the Agency's policies and ordinances and this MOU.

In the event of the resignation, dismissal, removal or reassignment of a SRO, the responsible Agency shall discuss replacement options with DPS and provide a replacement for the SRO within a reasonable period of time as determined by the Agency. During such interim period, to the extent reasonably possible as determined by the Agency, the Agency shall assign an alternate law enforcement officer temporarily to carry out the duties of the SRO until a replacement can be secured. The Agency agrees to use all reasonable efforts to prioritize the assignment of replacement officers at high school campus sites.

Disciplinary action related to SRO performance or misconduct is within the sole discretion of the Agency. The Agency reserves the right to suspend a SRO from duty with the DPS. During any period of suspension under this section, the Agency shall provide a replacement SRO pursuant to Article II, Section 6 herein.

Nothing in this section or MOU precludes a deputy sheriff from responding to a law enforcement emergency, task or duty arising in the course of his or her duties. as a deputy sheriff.

Article VII

Term and Termination of MOU

The term of this MOU shall begin on July 1, 2025, and end on June 30, 2026, unless terminated earlier as provided herein. The parties shall review the terms of this MOU at least annually and may amend it at any time in writing and by mutual agreement.

Any party's participation in this MOU may be terminated by that party, with or without cause, upon ninety (90) days written notice to the other parties.

Article VIII

Notice

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the Agency at its address listed on its respective signature page, and to the DPSBOE at the address below:

If to DPSBOE:
Durham Public Schools
Attn: Superintendent 511 Cleveland Street
P.O. Box 30002
Durham, NC 27702

Article IX

Miscellaneous Provisions

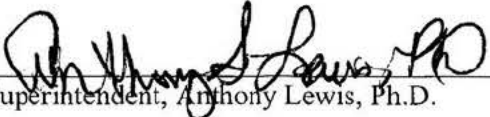
1. **Sex Offender Registry Checks and Certification Requirements.** The parties acknowledge that the requirements of G.S. 115C-332.1 apply to this MOU. The Agency shall conduct an annual check of all sworn law enforcement officers assigned as SROs on the North Carolina Sex Offender and Public Protection Registration Program, The North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Agency certifies that no individual may provide services to DPSBOE under this MOU if he/she appears on any of the sex offender registries. Further, the Agency certifies that all individuals identified to provide SRO services are subject to criminal background checks on a regular basis, to maintain their certification through the NC Sheriff's Education and Training "Standards Commission. Further, the Agency certifies that individuals identified to provide SRO services have not committed a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. The Agency shall not assign any employee or agent to provide services pursuant to this Agreement if said worker has been convicted of a felony; said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of students or school personnel. DPS reserves the right to prohibit any individual employee of the Agency from providing services on DPS property or at DPS events if DPS determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.
2. **Relationship of Parties.** The Agency and the DPSBOE shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto. The Agency maintains control over its personnel and any employment rights of personnel assigned under this MOU shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.
3. **Governing Law; Venue.** This MOU shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Durham County, North Carolina.
4. **Amendments and Modifications; Additional Policies and Procedures.** This MOU may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOU. Notwithstanding the foregoing, the parties may develop additional policies and procedures by consent to implement this MOU, including but not limited to policies and procedures regarding reporting requirements and sharing information between DPS and the Agency. Further, each party may develop internal policies and procedures to implement their respective obligations under this MOU.
5. **Entire Agreement.** This MOU constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this MOU.
6. **Severability.** In the event that any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
7. **No Third Party Benefits.** There are no third party beneficiaries to this MOU. Nothing in this MOU

shall create or give to third parties any claim or right of action against an Agency or a SRO.

8. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
9. E-verify. All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by the other demonstrating such compliance.

<Remainder of page intentionally left blank. Signatures follow.>

The Durham Public Schools Board of Education hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU), effective July 1, 2025.



Superintendent, Anthony Lewis, Ph.D.

6/24/25
Date

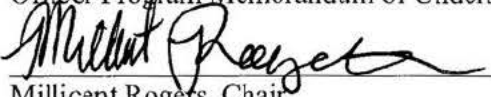
The Durham County Sheriff's Office, with a mailing address at 510 South Dillard Street, Durham, NC 27701 hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU) with the Durham Public Schools Board of Education, effective July 1, 2025.



Sheriff, Clarence F. Birkhead
Durham County Sheriff's Office

6/26/2025
Date

The Durham Public Schools Board of Education hereby agrees to the terms of the School Resource Officer Program Memorandum of Understanding (MOU), effective July 1, 2025.



Millicent Rogers, Chair,
Durham Public Schools Board of Education

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

CONTRACT FOR SCHOOL
RESOURCE OFFICER SERVICES

This Amendment # 6 is made this July 1, 2025, by and between the Durham County Board of Education (“Board”), the governing body of the Durham Public Schools (“School System”) and the Durham County Sheriff (“Sheriff”).

WITNESSETH:

WHEREAS, the Board desires to have the Sheriff assign sworn law enforcement officers to serve as School Resource Officers at certain schools owned and operated by the Board; and

WHEREAS, the Sheriff is willing to provide sworn law enforcement officers to serve as School Resource Officers within the School System;

WHEREAS, the Sheriff and Durham Public Schools entered into a School Resource Officer Memorandum of Understanding on August 19, 2019 with an effective date of August 20, 2019; and

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and the Sheriff do hereby agree as follows:

1. The Sheriff shall provide twenty-two (22) sworn law enforcement officers to serve as School Resource Officers for the 2025-2026 school year.
2. The officers shall be assigned full-time to the following schools:

Middle Schools	High Schools
Brogden (1)	Hillside (1)
Carrington (1)	Hillside New Tech (1)
Githens (1)	Jordan (2)
Lakewood Montessori (1)	Northern (2)
Lowes Grove (1)	Riverside (2)
Lucas (1)	Southern (2)
Neal (1)	Durham School of the Arts (1)
Rogers-Herr (1)	Creative Studies (1)
Shepard (1)	PLC-Holton (1)
3. In the event an SRO is temporarily unavailable on campus, a replacement officer from the Sheriff’s SRO Unit shall be provided pursuant to Article II, Section 7 of the School Resource Officer Memorandum of Understanding (MOU) between the Board and the Sheriff effective August 20, 2019.
4. The services described in this Agreement will be provided from July 1, 2025 through June 30, 2026.
5. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party at the address listed below.

Board

Anthony Lewis, Ph. D.
Superintendent
Durham Public Schools
511 Cleveland Street
P.O. Box 30002
Durham, NC 27702


Sheriff

Clarence F. Birkhead
Durham County Sheriff
510 S. Dillard Street
Durham, NC 27701

- 6. The Sheriff shall pay all federal, state, and FICA taxes, and maintain minimum insurance requirements for all sworn law enforcement officers assigned as School Resource Officers pursuant to the attached Addendum A.
- 7. The assignment of and services provided by School Resource Officers shall be in accordance with the terms of the School Resource Officer Memorandum of Understanding (MOU) between the Board and the Sheriff effective August 20, 2019. In the event of any conflict between this Agreement and the MOU, the terms and conditions of the MOU shall control.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated below.

DURHAM PUBLIC SCHOOLS


Millicent Rogers (Jul 7, 2025 18:56 EDT)

Board Chair, Millicent Rogers

DATE 07/07/2025


Anthony S. Lewis, Ph.D. (Jul 7, 2025 18:59 EDT)

Superintendent, Anthony Lewis, Ph. D.

DATE 07/07/2025

DURHAM COUNTY SHERIFF


Clarence Birkhead (Jul 7, 2025 18:44 EDT)

Sheriff, Clarence F. Birkhead

DATE 07/07/2025