

MEMORANDUM OF AGREEMENT

between

THE ROWAN COUNTY SHERIFF'S OFFICE

and

ROWAN-CABARRUS COMMUNITY COLLEGE

for

SECURITY SERVICES ON NORTH CAMPUS

THIS MEMORANDUM OF AGREEMENT (hereinafter, the "MOA" or the "Agreement") is made and entered into on _____ (hereinafter, "Effective Date") by and between the Rowan County Sheriff's Office (hereinafter, "RCSO") and Rowan-Cabarrus Community College (hereinafter, the "College") (collectively, the "Parties").

WHEREAS, the College desires to have a law enforcement presence on and about its North Campus in Salisbury, NC to provide for the safety and security of all students, employees, and visitors.

WHEREAS, RCSO wishes to assign a full-time armed and sworn Deputy as the College Resource Officer and to permit its sworn law enforcement officers to engage in part-time, secondary employment as the College's security force (collectively, the "Deputies") in order to enhance the safety and security of the College's North Campus, and its students, employees, and visitors;

WHEREAS, both Parties desire to enhance cooperation and communication between and amongst them and to build positive relationships between law enforcement and College employees and students;

WHEREAS, the College and RCSO desire to set forth the specific terms and conditions of the services to be performed and provided in this MOA.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article I. Term: The Term of this Agreement shall be 24 months beginning on the Effective Date and ending on June 1, 2024 unless terminated earlier as provided herein.

Article II. Termination of Agreement: Any party's participation in this MOA may be terminated by that party, with or without cause, upon ninety (90) days written notice to the other party.

Article III. Full-Time Campus Resource Officer:

Section 3.01 During the Term of this Agreement, RCSO shall assign one (1) full-time Deputy Sheriff to act as the College Resource Officer (hereinafter, "CRO") on the College's North Campus. The CRO shall provide dedicated law enforcement protection and patrol on and within the College's North Campus for forty (40) hours per week.

Section 3.02 While on-duty, on-campus, the CRO will report to and work closely with the College's Director of Campus Safety and Security.

Section 3.03 The work schedule for the CRO will generally be 0730-1530 Monday through Friday but will be set monthly as agreed upon by the College's President or designee and the Sheriff or designee.

Section 3.04 In exchange for the assignment of the full-time CRO, the College will reimburse Rowan County for the wages and applicable benefits to the Deputy assigned to work at RCCC. Payment will be invoiced by RCSO every 6 months and paid by the College net 30 days.

Section 3.05 The Sheriff, in his discretion, shall assign to the College a sworn Deputy who demonstrates a capability to relate to the College's personnel, student, and parents; function efficiently in the College's environment; and further public relations and goodwill. The Sheriff will consult with the College in connection with the assignment of the CRO and in the event an assigned CRO becomes unsatisfactory to the College, the College shall make its concern known to the Sheriff and the Sheriff will take reasonable corrective actions, up to and including removal and replacement of the assigned CRO.

Section 3.06 The CRO shall be considered an employee of the Sheriff and not of the College. The College shall not be responsible for any worker's compensation benefits or damages incurred by the CRO while performing any duty under this Agreement. It is further agreed that the College shall not be responsible for any damage to persons or property (including damages or injuries to the CRO) arising out of the CRO's duties under this Agreement.

Section 3.07 RCSO agrees to provide all equipment, training, vehicles, and weapons for the CRO at the College without additional costs to the College.

Section 3.08 In addition to the responsibilities articulated in Article V of this Agreement, the CRO shall have the following responsibilities:

- (a) Assist with the collection of data and completion of reports required by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the "Clery Act").
- (b) Act as Agency Liaison, maintaining administrative supervision over the Deputies in part-time employment of the College, coordinating their work schedules, and entering their schedules into the online scheduler system. The CRO will be the first line Supervisor to all other Rowan County deputies that work on the North Campus and will provide oversight, and act as a liaison between the officers and the College's Director of Campus Safety & Security.

Article IV. Part-Time Security Officers:

Section 4.01 The College may also employ RCSO Deputies, in off-duty status, as part-time Security Officers (the "Secondary Employment").

Section 4.02 Security Officers will be employed as part-time College employees and paid at a standard rate of \$30.00 per hour. Security Officers will be entitled to the same access to campus amenities as any other part-time College employee. As part-time College employees, Security Officers are subject to all College policies, rules, and requirements.

Section 4.03 Security Officers will have an RCSO vehicle available for their use during the Secondary Employment.

Section 4.04 Subject to Section 4.03 above, RCSO agrees to provide the necessary equipment, training, and weapons for the RCSO employees serving as Security Officers at the College without additional costs to the College.

Article V. Responsibilities of All Deputies

Section 5.01 Deputies will be certified by the State of North Carolina and meet all requirements as set forth by the North Carolina Sheriff's Education and Training Standards Commission and the Sheriff's policy for the position.

Section 5.02 Deputies shall wear the official law enforcement uniform or other apparel issued by RCSO at all times while serving on College 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. Deputies will patrol the campus on foot as well as in their marked RCSO vehicles. The Parties acknowledge that school policing is intended to promote a safe, welcoming, and inclusive environment for all students, staff, and other members of the College community while recognizing that sworn law enforcement officers have constitutional, statutory, and professional standards by which they are bound. Deputies will engage in a community policing style and be a welcoming presence in order to build relationships with campus staff and students.

Section 5.03 Deputies may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the College community or visitors, and/or intervene with staff or students when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature, or the circumstances presented and shall be reasonably calculated to protect the physical safety of members of the College community while minimizing, to the extent possible, 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. Deputies must immediately notify the College Director of Public Safety of any arrest or other disruption on campus.

Section 5.04 Deputies shall focus their efforts on preventing and responding to crimes that

threaten the safety and security of the College community or visitors. Minor infractions, such as expired tags, and violations that do not affect the safety, security, or operation of the College shall not be pursued by Deputies and, to the extent necessary to comply with the Deputies' law enforcement responsibilities, shall instead be reported to RCSO dispatch for referral to the City of Salisbury Police Department ("SPD"). SPD will also be called to take all criminal reports and conduct investigations. Deputies will ensure all assigned equipment, including but not limited to College radio, County radio, and cell phones, are in proper working order. Deputies must monitor Channel 1 on the College radio at all times.

Section 5.05 Deputies shall follow the direction of the College's Director of Public Safety, including the Post Orders for the post that they are assigned to.

Section 5.06 Deputies are Campus Authorities as identified in Title IX.....and as such shall report any related incidents to their Supervisor.

Article VI. Student Discipline

The College, not RCSO or any individual Officer, has primary responsibility for maintaining order in the College environment and for investigating and responding to student disciplinary matters. The College shall be solely responsible for implementing the Student Code of Conduct and discipline policies. Deputies shall refer any reports or concerns relating to student discipline to the Vice President of Student Success Services and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any College disciplinary rules.

Article VII. Confidentiality; Access to Student Records

Section 7.01 Deputies shall comply with all applicable laws, regulations, and College policies, including but not limited to laws, regulations, and policies regarding access to confidential student records, provided that Deputies shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. Deputies may have access to confidential student records or to any personally identifiable information of any College student as defined in 34 C.F.R. 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act ("FERPA") and applicable College policies and procedures. Deputies 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. College officials may, however, share relevant confidential student records and personally identifiable information contained in those records with Deputies under any of the following circumstances:

Section 7.02 The Deputy 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.

Section 7.03 The Deputy has written consent from a parent or eligible student to review the records or information in question.

Section 7.04 The College reasonably determines that disclosure to the Deputy without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.

Section 7.05 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.

Section 7.06 The information disclosed is "directory information" as defined by the College's policy and the parent or eligible student has not opted out of the disclosure of directory information.

Section 7.07 The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable College policies and procedures.

Article VIII. Other Law Enforcement Duties

Section 8.01 The Parties agree that this MOA is for extra law enforcement service and is not intended to eliminate or replace basic law enforcement services that are provided to the College by the Sheriff in the course of RCSO's ordinary law enforcement responsibilities or those of the Salisbury Police Department.

Section 8.02 Deputies will not leave campus while on duty except for the following exception: It is understood and expected that from time to time a Deputy assigned to or employed by the College may be called to emergency duty in areas other than the College and the immediate surrounding area. If this occurs, RCSO agrees to give notice to the College Director of Public Safety the Deputy as soon as reasonably possible and to make all efforts to return the Deputy to his College post as soon as reasonably possible. Further, RCSO agrees that substantially all the time and efforts of the assigned CRO shall be addressed toward providing law enforcement services to the College and the immediate surrounding areas. Should the CRO be called to emergency duty in areas other than the College and the immediate surrounding area, RCSO agrees to use all reasonable efforts to prioritize the assignment of a replacement Deputy.

Article IX. Coordination and Cooperation Between the Parties

Section 9.01 RCSO will perform an annual familiarization walk of the campus with officers most likely to respond to acts of violence at the College.

Section 9.02 The College will provide a current site plan and building floor plans to RCSO annually.

Section 9.03 In coordination with the College, RCSO will participate in the design, coordination, facilitation, and response to two public safety preparedness exercises per year (usually once during the spring semester and once during the fall semester). The College will pay for material costs associated with the exercise (training props etc.)

Section 9.04 To the extent allowed by law, the Parties agree to coordinate the sharing of information about crimes that may pose a serious threat to the health or safety of the campus and near-campus communities to facilitate the issuance of Clery Act-required timely warnings and emergency notifications.

Section 9.05 The primary point of contact for any issues associated with the day-to-day administration of this Agreement will be the CRO for RCSO, and the Director of Public Safety for the College.

Article X. Miscellaneous

Section 10.01 Neither RCSO nor the College shall discriminate based on race, color, national origin, religion, sex, gender identity or sexual orientation, disability, military or veteran status, or age.

Section 10.02 RCSO and the College 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. Each Party agrees to assume liability for its own acts or omissions, or the acts or omissions of its employees and agents, during the term of this Agreement to the extent permitted under North Carolina law.

Section 10.03 This Agreement shall be governed by the laws of the State of North Carolina.

Section 10.04 This Agreement may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOA. Notwithstanding the foregoing, the Parties may develop additional policies and procedures by consent to implement this MOA. Further, each Party may develop internal policies and procedures to implement their respective obligations under this MOA.

Section 10.05 If any provision of this MOA 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.

Section 10.06 There are no third-party beneficiaries to this MOA. Nothing in this MOA shall create or give to third parties any claim or right of action against either Party.

Section 10.07 The 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.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the dates set forth below.

ROWAN-CABARRUS COMMUNITY COLLEGE



Dr. Carol S. Spalding, President

Date

ROWAN COUNTY SHERIFF'S OFFICE

Aaron Church, Rowan County Manager

Date