

This MEMORANDUM OF AGREEMENT, made and entered into by and between the City of Fayetteville, North Carolina (hereinafter referred to as “City”), and the Cumberland County Board of Education (hereinafter referred to as “Board”).

PREMISES

WHEREAS, the Board and the City mutually recognize the benefits to the citizens of Fayetteville, North Carolina, and particularly to the students of the public school system of Cumberland County, North Carolina, derived from the assignment of officers to provide School Resource Officers (SROs) and their services to the public schools located within the City;

WHEREAS, the parties acknowledge that student behavior and the vast majority of school-based discipline matters are best handled by educators and school administrators, and not by law enforcement personnel or the court system;

WHEREAS, the Board desires to have the City provide officers to serve as School Resource Officers in the schools located within the municipal boundaries of the City under the covenants, terms, and conditions set out in this Agreement;

WHEREAS, the City, pursuant to the terms of this Agreement, is willing to provide School Resource Officers to and for designated schools in the City;

WHEREAS, it is in the best interest of the citizens of Fayetteville as well as the Board, and the City, to establish the services as hereinafter described; 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 City do hereby agree as follows:

1. Term.

1.1 Effective Dates and Renewal. The initial term of this Agreement shall be effective from July 1, 2026 through June 30, 2027. This Agreement shall automatically renew for two (2) successive one-year terms, through June 30, 2029, unless either party provides a written notice of termination by April 15 of the then current year. This Agreement may be renewed for subsequent, additional terms upon the mutual written agreement of the parties.

1.2 Non-Appropriation Contingency. Notwithstanding any other provision of this

Agreement, all obligations under this Agreement shall terminate if sufficient funds for continuation are not appropriated. Notwithstanding any other provisions of this Agreement, the parties agree that payments made by the City to comply hereunder are from appropriations and monies from the City Council and other governmental entities. In the event sufficient appropriations or monies are not made available to the City to make payments to comply with the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the City.

1.3 Termination; Amendment; Modification.

- 1.3.1** Notwithstanding the provisions of sections 1.1 and 1.2 above or any other provision of this Agreement, either party to this Agreement, either with or without cause, upon notice being served in writing to the other party of not less than 90 days prior to the effective date of such termination, may terminate this Agreement either with or without announcing the cause for such termination. This Agreement may be terminated immediately for breach, by written notice which documents the specific grounds for the breach, to the other parties. Payment for services shall continue up to the date of termination as specified in the notice of termination. In the event of such termination, then the obligations of each party under the terms of this Agreement shall cease and become unenforceable as of the effective date of the termination. Unless otherwise expressly provided, an amendment, modification, or agreed alteration of this Agreement shall not operate as nor shall it be interpreted as a termination of this Agreement.
- 1.3.2** In any event, this Agreement contemplates the SRO staffing described in Schedule 1, attached hereto and incorporated by reference, being subject to the availability of Board funding, City funding, state funding, and state grant funding, as well as the availability of qualified officers, and in the event that the Board shall suffer a shortfall, decrease, or denial of anticipated funding, or the City is unable to meet the staffing requirements of Schedule 1, whether during an initial start-up phase or thereafter, the Board and the City agree that the number of officers actually assigned by the Fayetteville Police Chief (Chief) shall reflect the available funding and/or staffing so as to maintain the highest possible level of service and coverage, subject to and within the then-existing funding and staffing constraints, and in such event, termination of this Agreement shall not be necessary. Upon reaching an agreement as to the level of officer coverage available in light of funding and/or staffing, an addendum to Schedule 1 shall be executed and adopted and incorporated into this Agreement and such modification shall not operate as a termination of this Agreement.
- 1.3.3** Notwithstanding the foregoing, in the event funding is not available for the continuation of this Agreement, the non-funded party will notify the other party, and this Agreement will terminate at the end of the last fiscal year

for which funds were appropriated and neither party will, under any circumstances, be in default.

1.3.4 This Agreement may be modified or amended by mutual consent of both parties as long as the amendment is executed in the same fashion as this Agreement. The parties anticipate that this Agreement may be amended periodically and, particularly in light of the potential funding, hiring, and retention of additional School Resource Officers. Unless otherwise specifically agreed in writing such amendment shall not operate as or be interpreted to be a termination of this Agreement, and it shall continue in effect except as necessarily or expressly modified through such amendment.

2. Purpose and Scope of Agreement. This Memorandum of Agreement formalizes the relationship between the Board and the City in order to foster an efficient and cohesive program that will build a positive relationship between City Fayetteville Police Officers and the students in the Cumberland County Schools (CCS).

2.1 A School Resource Officer Program has been established in the public school system of Cumberland County, North Carolina to promote a safe and secure environment on the campuses of the public schools in Cumberland County. The goals and objectives of the County School Resource Officer Program include (1) minimizing the potential for crimes and violence on school campuses; (2) reducing conflict among students in the schools; (3) providing assistance to school faculty and staff on safety and violence prevention; and (4) increasing communication between law enforcement and the school community.

2.2 School Resource Officers are, first and foremost, law enforcement officers whose primary duty is enforcement of the law. Responsibility of the conduct of law enforcement officers, both personally and professionally, shall remain with the City and its Chief. Except as otherwise specifically provided herein, School Resource Officers shall remain at all times subject to the general supervision of the Chief and the assigned chain of command; in no event shall any School Resource Officer be subject to supervision by any person other than the Chief and the assigned chain of command and the Chief does not delegate to any other person or entity the final responsibility for discharging his/her official duties.

3. School Resource Officer Program. The parties, according to the terms of this Agreement, intend to maintain and operate the School Resource Officer Program in a mutually beneficial manner, and each party understands that the Program contemplates the following:

3.1 The Chief's assignment of uniformed, regularly employed Police Officers in good standing to serve as SROs pursuant to Schedule 1, attached hereto and incorporated herein by reference, and such Officers must abide by the Fayetteville Police Department

(Department) and City of Fayetteville standards and policies for the conduct of Police Officers.

3.2 The Chief or the assigned chain of command shall designate the requisite number of regularly employed Officers to supervise the School Resource Officer Program and to coordinate the functions of the School Resource Officer Program with the Superintendent of Schools or the designee of the Superintendent. 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 Department and the requirements of law; coordinating community outreach with respect to the purposes and functions of the SRO program; coordinating training and professional development opportunities for SROs; coordinating SRO scheduling and work hours; and addressing concerns regarding performance and conduct of SROs in accord with the Department's protocols and requisites, and to the extent permissible under law and Department policies, in collaboration with Cumberland County Schools.

3.3 The SROs shall complete and maintain in-service training and certification requirements as would normally apply to all other certified officers in the Police Department along with the specific certification requirements for SROs before being assigned as an SRO, when feasible. To the extent practicable, the Department will make reasonable attempts to schedule in-service training to minimize the SRO's absence from school on an instructional day.

3.4 The SRO is to maintain high visibility, especially in areas of student gatherings during school hours and where incidents of crime or violence are most likely to occur during these hours.

3.5 The SROs shall execute appropriate enforcement action on criminal matters as necessary, and to the extent reasonable under the circumstances, informing the Principal before requesting additional enforcement assistance on campus and informing the Principal of any additional law enforcement responsibilities that may need to be undertaken, and notification of the Principal and the Chief or the assigned chain of command as soon as reasonable, permissible, and practicable if an investigation produced evidence of danger for any individual associated with the Cumberland County Schools or if there is a potential for violence at any of the schools.

3.6 The SROs will refrain from being involved in the enforcement of school policies or disciplinary rules that do not constitute violations of the law, except to the extent necessary or appropriate to maintain the safety of the faculty, staff, or student, or property of the school or to maintain a safe school environment (including when appropriate, appearance at school disciplinary proceedings) or to the extent such policies or rules are coterminous or coextensive with law. SROs shall consider the student's disabilities in interactions with the student, when said disabilities are known to the SRO.

3.7 Adherence to applicable legal requirements concerning interviews or searches with respect to appropriate or necessary formal law enforcement interviews or searches with students or staff on the school property or at school functions under the auspices of the Board. The SRO will not be involved in searches conducted by school personnel unless there is reasonable suspicion that a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements and Departmental policy. When SROs are executing the arrest of a student, school officials shall contact the student's parent as soon as practicable.

3.8 Confidential student records shall be effected only pursuant to an appropriate writ, warrant, or order, or with the approval of the Board, the Superintendent or the designee of the Superintendent or that of the Principal and as allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable Board policies and procedures. Principals shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. Absent such circumstances, SROs may not inspect and/or copy confidential student records except in specific circumstances necessitating such a review or inspection in exigent circumstances that present imminent danger to students or other members of the community, if knowledge of personally identifiable information in such records is necessary to protect the health and safety of the student or other persons, or under any other exception as allowable under FERPA or relevant Board policies.

3.9 Except for an SRO assigned as a "rover" to "roam" or rotate among certain schools, the SRO is expected ordinarily to remain on the school grounds during regular office hours for the school system during the applicable school calendar. The SRO is expected to leave the campus to assist in an emergency (as directed only by the Chief, or his/her designee), to attend required Department functions, to perform routine maintenance on equipment, to meet with parents about student issues related to the SRO Program, and the like. The Principal or an administrator should be informed of any planned absence from the campus outside of official police business.

3.10 The SRO is intended to be a positive role model at all times and in all facets of the job; and encourage students in developing positive attitudes towards the school, education, and positive living in general. The SRO may hold conferences and interviews with students, parents, staff and faculty members, in order to assist them with problems of law enforcement and crime prevention. Confidential information will be protected to the fullest extent of the law, unless the individual being interviewed is competent to and permits otherwise. If the interview is part of a criminal interrogation, appropriate warnings and consent will apply.

3.11 The SRO may develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug abuse prevention and/or gang prevention education, and provide these presentations at the request of the school personnel and with

the approval of the Chief or assigned chain of command in accordance with the established curriculum . Notwithstanding the foregoing, the parties recognize that the Board shall maintain full, final, and plenary authority over curriculum and instruction in the CCS, including the instruction of individual students.

3.12 The classroom instruction in CCS is the responsibility of the classroom teacher, and the SRO is not to attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations which rise to the level of criminal conduct or present a danger to faculty, staff, and students.

3.13 The SRO may 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 in the school setting.

3.14 The SRO should be familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and make referrals when appropriate.

3.15 The SRO is to confer with the Chief, Principal, the CCS security officers or administrators to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.

3.16 The Board's provision to each SRO assigned to each school listed on Schedule 1, the following:

3.16.1 Access to suitable accommodations at the school.

3.16.2 A radio for use on campus.

3.16.3 Reasonable opportunity to address students, teachers, school administrators, and parents about the School Resource Officer Program's goals and objectives. School administrators shall seek input from the SROs regarding criminal justice problems relating to students and school security issues.

3.17 The Board's recognition and acknowledgment that enforcement of the CCS policies and the Code of Student Conduct is the responsibility of the school Principal and that the Principal shall refrain from attempting to involve the SRO in the enforcement of disciplinary rules that do not constitute violations of law (including, but not limited to, conducting searches and interviews of students), except in maintaining a safe school environment.

3.18 The Board acknowledges that the SRO constitutes a law enforcement presence on school campuses. The Board authorizes Principals to report any crimes that occur on campus to the assigned SRO in compliance with all applicable state laws and Board policies that require school officials to report criminal acts occurring on school grounds to the SRO or as may be necessary and, consistent with the SRO's duties, responsibilities, or directives, other law enforcement.

3.19 Each Principal’s non-intervention and non-interference in criminal investigations and law enforcement actions or functions shall be observed and enforced.

4. Reserved.

5. Agreement and Duties of Each Party. The duties and responsibilities of the parties are delineated as follows:

5.1 The Board will be responsible for:

5.1.1 reimbursing the City for the cost of the actual salary and benefits for SROs as assigned under this Agreement;

5.1.2 contracting, hiring, and providing onsite security services for all of the middle and elementary schools during the Term, unless an SRO is assigned.

5.1.3 providing periodic evaluation and feedback regarding performance and quality of service to the appropriate contact person for the Chief;

5.1.4 providing the payment of the funds provided under the terms of this Agreement for purposes of the conduct and operation of the SRO program;

5.1.5 providing students and classroom time to teach youth oriented programs taught by School Resource Officers;

5.1.6 providing School Resource Officers with appropriate facilities, and support to successfully accomplish the mission of the School Resource Officer Program;

5.1.7 consulting with the Chief or the Chief’s assigned chain of command in determining additional school security needs and to the extent possible implementing such security measures;

5.1.8 ensuring staff cooperation with law enforcement during critical response incidents;

5.1.9 communicating the needs and expectations of the school system for the services of School Resource Officers;

5.1.10 providing advice in the selection and placement of officers assigned as School Resource Officers;

5.1.11 ensuring that school officials seek to de-escalate the situation whenever responding to alleged student misbehavior, school. If de-escalation is not required, school officials shall make every reasonable effort to respond through guidance interventions, restorative practices, and other means, utilizing the least severe, appropriate disciplinary response, if any disciplinary action is warranted;

5.1.12 providing students and parents with opportunities to provide feedback on the SRO Program. School officials and the Board will consider all complaints about the SRO Program and work with the City towards a resolution; and

5.1.13 to the extent permitted by law, defending, indemnifying and holding harmless the City and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of the Board, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by the Board does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law.

5.1.14 Subject to fiscal, budget, and statutory constraints and availability of qualified personnel, the Board will exercise good faith efforts to increase school support staff, including school nurses, guidance counselors, behavioral health specialists, and mental health professionals.

5.2 The Chief or the Chief's assigned chain of command, and individual School Resource Officer, as appropriate, agree and will be responsible for:

5.2.1 assisting school administrators in preventing violence and maintaining a safe and orderly campus;

5.2.2 reporting and investigating school-related criminal offenses by students, school employees, and others;

5.2.3 providing assistance in implementing the school crisis plan when requested by the Principal;

5.2.4 notifying the Principal of the school as soon as possible after law enforcement action is taken on the campus and providing the Principal a copy of so much of the initial report as allowed by law and the Fayetteville Police Department's policies;

5.2.5 serving on appropriate committees and conferring with the Principal as needed to fulfill the goals and the contemplated operation of the School Resource Officer program;

5.2.6 developing expertise and presenting appropriate classes at the request of school personnel;

5.2.7 coordinating activities through the school Principal;

5.2.8 assigning Officers to Schools, providing equipment, and scheduling the Officers' work week (in compliance with the Fair Labor Standards Act), and notifying the school contact person with any changes in assignment as soon as possible;

- 5.2.9** supervising the School Resource Officers, who shall remain employees (with full rights, benefits, and opportunities) of the Fayetteville Police Department and City of Fayetteville and responsive to the chain of command of the Chief;
- 5.2.10** if staffing allows, assigning a replacement in the event that an Officer is unable to perform his or her duties due to illness, in-service training, other assignments, etc., for a period of three (3) consecutive days or longer;
- 5.2.11** compiling, analyzing, and reporting relevant statistical data and indices for planning by the Chief and the Board;
- 5.2.12** informing Principals of applicable State and Federal Laws;
- 5.2.13** consulting with the School designees in determining additional school security needs and recommending implementation of such security measures;
- 5.2.14** maintaining a high standard of professional performance and quality of work of the School Resources Officers while delivering services described;
- 5.2.15** providing recommendations for additional security measures as necessary; and,
- 5.2.16** responding to 911 calls for service and aiming to deploy patrols in and around all schools for a quicker response to further support the security of the CCS; and, as staffing and events allow, from time to time sending SROs to visit middle schools and elementary schools located within the City limits with the goal of enhancing the overall visibility of the SRO Program at those schools.

6. Employment Status of School Resource Officers. The School Resource Officers are and shall remain exclusively the employees of the City of Fayetteville and Fayetteville Police Department, and shall not be employees of the Board. Selection of personnel for assignment as School Resource Officers will be made by the Chief. The Chief may dismiss or reassign a School Resource Officer based upon the City of Fayetteville and Fayetteville Police Department's Rules, Regulations, Policies, General Orders, and Procedures and when it is determined that such assignment, reassignment, or dismissal is appropriate under said policies, procedures, or directives for the efficient and proper operations of the Police Department or when it is in the best interest of the Board.

6.1 In the event a school Principal rationally determines that a School Resource Officer is not effectively performing his or her duties or responsibilities and should be replaced, the Principal shall submit a request in writing to the Superintendent that the School Resource Officer be replaced, citing the reasons for the request. The Superintendent shall review the request and, if the Superintendent determines that the request has merit, shall forward the request to the Chief for consideration.

6.2 The Police Department may utilize the School Resource Officer during the designated workday and Term of this Agreement for duties other than as set forth herein in the event of emergencies as determined by the Chief or the assigned chain of command. The Board agrees that it will notify the Police Department during school holidays and when a School

Resource Officer is not needed at the assigned school, during which periods the Board acknowledges that the School Resource Officer may be used as the Chief or assigned chain of command deems necessary.

6.3 In the event of the resignation, dismissal, or reassignment of a School Resource Officer, the Chief shall, to the extent feasible, provide a replacement for the School Resource Officer within a reasonable period of time, not to exceed ninety (90) days, or if a replacement is not available within 90 days, the Police Department shall provide the Board and Superintendent with notice of such unfeasibility and an estimate of when such a replacement may reasonably be anticipated. During such interim period, if feasible in the exercise of the Chief's sound discretion, the Chief shall assign an alternate officer to carry out the duties of the School Resource Officer until a replacement can be secured.

6.4 The Superintendent or the designee of the Superintendent will provide feedback to the City and the Fayetteville Police Department regarding the School Resource Officer Program on an annual basis.

7. Payment. The Board will appropriate and remit to the City personnel costs described in Section 5.1.1 for the SROs described in Schedule 1. Remittances will be made to the City based on quarterly invoices submitted to the Board. Invoices shall reflect actual staffing levels during the subject period. The Board shall remit payment within 30 days after the City sends the invoice to the Board.

8. Notices and Designation of Contact. 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 the return receipt is signed, being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

For the Board

Cary Young
Office of Safety & Security
810 Gillespie Street
Fayetteville, NC 28306

Telephone: (910) 678-7006
Facsimile: (910) 678-2379

For the City

Chief Roberto E. Bryan Jr.
Fayetteville Police Department
467 Hay Street
Fayetteville, NC 28301

Telephone: (910) 433-1529
Facsimile: (910) 433-1019

Further, the Board will designate a point of contact at each school campus and inform the assigned School Resource Officer and the Chief.

9. Performance. Each party to this Agreement shall perform the duties, covenants and obligations expressed as well as those implied or constructive conditions reasonably inferred from the purposes, terms and responsibilities expressed in this memorandum of Agreement. Each party shall fully and in good faith execute such duties, obligations, covenants and conditions and shall act in good faith in providing timely, effective, and efficient performance. The Police Department shall continually monitor, assist and direct Cumberland County Board of Education with regard to the subject matter, substantive and procedural aspects of performance under this Agreement to assure compliance with all pertinent laws, rules, regulations of the governmental and non-governmental commissions or agencies whose standards the Fayetteville Police Department has adopted or to which the Police Department adheres, particularly those of PREA. In the event that the Chief or his designee shall discover non-compliance, it shall be the obligation of the Chief to give notice and to seek remediation and to make report thereof to the appropriate agency or authority.

10. Applicability of Law. This Agreement shall be governed by the laws of the State of North Carolina. Without limiting the generality of the provisions of law, the parties acknowledge that the requirements of N.C.Gen.Stat. §115C-332.1 apply to this Agreement. The Chief shall conduct an annual check of the law enforcement officers assigned as School Resource Officers 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 Board and the City agree that no individual may provide services to the Board under this Agreement if he or she appears on any of the sex offender registries.

11. Relationship of the Parties; Extra Duty Details. The City and the Board 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 the other party hereto, and, therefore, shall be responsible for the actions of their own employees. Such independent contractor status is fully recognized by the parties, and further, in the event that the Board or any entity or persons acting under its auspices seeks to engage officers who are or may be School Resource Officers or other officers for after-school functions such as athletic events, dances, meetings, etc., such engagements (hereinafter referred to as Extra Duty Details) shall be made separately from this contract with such officers who shall be independently contracted and who shall not be deemed for any purpose to be an employee and shall be timely paid independently for such work or services, and any such independent Agreement or contract shall not be deemed to be a function contemplated under the services of a School Resource Officer in or derived from this Agreement and shall not be subject to the overtime rules, regulations, or the like, particularly including, but not limited to those established under the FLSA.

12. Forum Selection. The venue for initiation of any action arising under, through, or by virtue of this Agreement or related to the Agreement, shall be in the Superior Court of Cumberland County, North Carolina, and no other place, venue, or court.

13. Compliance with Law, Regulations, Policies, Standards, and Directives. Having due regard to the foregoing, parties to this Agreement shall comply with all laws, regulations, and

ordinances, directives, executive orders, or other requirements of any governments or agencies thereof which may govern its performance under this Agreement, including, but not limited to, the provisions of Chapters 14, 15A, 122C, 153A, and 160A of the North Carolina General Statutes, and, in particular, but without limitation, Article 3 of Chapter 114 of the North Carolina General Statutes; and all equal employment laws, and other applicable law as well as all applicable State and Federal laws and regulations as well as applicable ordinances of local government, especially those of the County of Cumberland, and particularly including, but not limited to DCI, CJIS, and related provisions of law as well as the policies, directives of the Office of Chief and applicable standards, specifically including, but not limited to its CJIS policies and directives, and shall cause to be executed any further assurances, and the like, requisite to compliance with the same.

14. E-verify Compliance. The City shall comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes and the terms of N.C. Gen. Stat. § 143-133.3. Without limiting the generality of the foregoing, the City as an employer shall comply with and certify that continued compliance with the provisions of N.C. Gen. Stat. § 64-26, and verify the work authorization of the employee through E-Verify. Further, the City shall retain the record of the verification of work authorization required by such provision of law while the employee is employed and for one year thereafter, and shall make such certification and offer such proof of compliance as may reasonably be required by the other party to this Agreement. The failure of the other party to this Agreement to comply with this section of this Agreement or with the requirements of Article 2 of Chapter 64 of the General Statutes is and shall be a material breach of this Agreement, and shall subject the breaching party to the payment of damages to the aggrieved party or to specific performance or other injunctive relief as well as the recovery of damages, costs, and counsel fees.

15. ADA Compliance/Non-Discrimination/Anti-Retaliation. Without limiting the generality of the foregoing, the parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504, of the Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1990 (ADA), Chapter 168 of the North Carolina General Statutes and all requirements imposed by the requisite Federal regulations, rules, and guidelines issued pursuant to these Titles with respect to the personnel employed or deployed pursuant to this Agreement, and shall conform to and comply with the anti-retaliation policies adopted by the City.

16. No Derivative Right or Liability. There shall be no third-party beneficiary or any right to any person or entity other than the named parties to this Agreement. Neither any officer or employee of the City, or any employee, agent or any other person or entity affiliated with Cumberland County Board of Education is or shall be a beneficiary of this Agreement nor have any right or standing to enforce this Agreement or to receive any damages, compensation or benefits derived from or as a result of the terms, covenants or conditions of this Agreement.

17. Partial Invalidity. In the event that any provision of this Agreement 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.

18. Other and Further Assurances. In order to give effect to the purposes and terms of this Agreement, the parties agree to promulgate and execute such other document or other and further assurances, certificates, Agreements, memoranda, or the like which may reasonably be required to give effect to this Agreement, its terms, conditions, covenants, and purposes upon request and within a reasonable time following such request.

19. Binding Effect. The Agreement reflected or contemplated under this memorandum and any documents contemplated under it shall supercede all prior Agreements with respect to the terms and conditions of this Agreement.

20. Counterparts; Signatures. This agreement may be executed in counterparts and electronic, scanned, or facsimile signatures shall be effective to bind the parties hereto.

THE REMAINDER OF THIS PAGE INTENTIONALLY HAS BEEN LEFT BLANK
FOR SIGNATURE AND PRE-AUDIT CERTIFICATION PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement.

For the Cumberland County Board of Education

By: _____
Judy Musgrave, Board Chairwoman

Attest: _____
Dr. Eric C. Bracy, Superintendent

For the City of Fayetteville

By: _____
Douglas J. Hewett, City Manager

Attest: _____
Jennifer L. Ayre,
City Clerk

Pre-Audit Certification

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Jay Toland
Cumberland County Schools Finance Officer

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Tiffany Murray,
Chief Financial Officer

Schedule 1

Please note: All parties accept that the Chief or the assigned chain of command reserves the right to determine the priority of needs regarding the assignment of officers and shall not be used as a basis for breach of contract.

- (1) CCS will reimburse the City for the cost of the actual salary and benefits for each SRO assigned to the following nine (9) high schools, with one SRO assigned to each high school (9 SRO's in all):

High Schools

- Alger B. Wilkins
- Douglas Byrd
- E.E. Smith
- Massey Hill Classical
- Ramsey Street School
- Reid Ross Classical
- Seventy-First
- Terry Sanford
- Westover

- (2) CCS will reimburse the City for the cost of the actual salary and benefits for each SRO assigned to the following six (6) middle schools, with one SRO assigned to each middle school (6 SRO's in all):

Middle Schools

- Douglas Byrd Middle
- Howard Learning Academy
- Max Abbott Middle
- Lewis Chapel Middle
- Luther "Nick" Jeralds Middle
- Westover Middle

- (3) CCS will reimburse the City for the actual salary and benefits for three (3) additional floating SRO's, assigned to the Fayetteville Police Department's Campbellton, Cross Creek, and Central districts.
- (4) Whenever the City adds an officer to the SRO program, CCS will reimburse the City for his/her one-time, nonrecurring initial equipment costs; this reimbursement will only be made once for each officer assigned to the program.