

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "Agreement"), dated August 6, 2019, and entered into by and between **ASHEVILLE CITY BOARD OF EDUCATION** (hereinafter "Board"), and **ASHEVILLE POLICE DEPARTMENT** (hereinafter "APD") (collectively "Parties").

WITNESSETH:

WHEREAS, Chapter 115C of the North Carolina General Statutes requires that the Board's schools adopt safety components as part of their school improvement plans;

WHEREAS, administrators and other stakeholders from Asheville City Schools (hereinafter "ACS") have developed a School Emergency and Crisis Response Plan (herein "Plan") to be used by each school; and

WHEREAS, all of the Board's schools are physically located in APD's jurisdiction, a Memorandum of Understanding is required to further detail and explain the nature of the Parties' respective responsibilities, relationships and requirements.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein and for other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. LAW ENFORCEMENT DESIGNATIONS. Since all of the Board's schools are physically located in APD's jurisdiction, for purposes of this Agreement only, APD shall be the primary responder for each ACS school. Nothing in this Agreement is meant to change any pre-existing jurisdictional agreements between other law enforcement agencies or prevent the use of other law enforcement entities such as the Buncombe County Sheriff's Office or the North Carolina Highway Patrol.

2. BOARD'S RESPONSIBILITIES. With respect to its responsibilities pursuant to this Agreement, the Board shall:

- a. Provide keys and schematic diagrams, as available, to APD for each school;
- b. Provide copies of Plans to APD for each school;
- c. Allow APD access to school facilities for training exercises based on mutually agreed dates and times;
- d. Train ACS personnel on the procedures and their responsibilities outlined in their respective Plans;
- e. Conduct school safety and lockdown exercises in cooperation with APD;
- f. Make ACS personnel available to assist APD during school safety and lockdown exercises as needed;

- g. Develop a panic alarm system for each school that connects to the nearest APD station or substation;
- h. Consider establishing and maintaining an anonymous tip line, either independently or through ACS, for citizens to provide information on internal or external risks to school buildings and school-related activities and report any necessary and pertinent information to APD or the Buncombe County Department of Social Services; and
- i. In the event of an emergency incident; authorize the Superintendent, or Superintendent designee, to be the primary communications contact on the Board's behalf.

3. APD'S RESPONSIBILITIES. With respect to their responsibilities pursuant to this Agreement, APD shall:

- a. Train their personnel regarding crisis management and train their personnel regarding the procedures outlined in the Plans for each school;
- b. Keep copies of all Plans confidential;
- c. Conduct school safety and lockdown exercises at school facilities based on mutually agreed dates and times;
- d. Serve as incident command as needed and as appropriate;
- e. Develop written internal procedures and protocols in responding to a school panic alarm;
- f. In the event that an anonymous tip line is established, reasonably investigate and follow-up on information ascertained from said anonymous tip line; and
- g. In the event of an emergency incident, provide Superintendent, or Superintendent designee, with regular updates and information as necessary and as appropriate; and

4. LOCATION AND DISTRIBUTION OF PLANS. A complete set of Plans for all schools shall be kept in the Superintendent's office. Each principal shall retain a copy of his/her school's Plan in the school's main office. APD shall receive a complete set of Plans for each school. Portions of the Plans (i.e., diagrams and maps showing, among others things: cutoffs, hazardous materials, exists and evacuation routes) shall be distributed to appropriate fire chiefs and EMS/Rescue throughout Buncombe County and the North Carolina Highway Patrol.

5. MISCELLANEOUS.

- a. A copy of this Agreement shall be maintained with each school's Plan.
- b. This Agreement contains the entire agreement between the Parties hereto and supersedes and replaces any and all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth herein. The terms of this Agreement are contractual and not merely a recital. This Agreement may not be altered or amended except by an agreement in writing duly executed by all of the Parties hereto. The

Parties agree that if any sections herein are declared invalid by a court of competent jurisdiction, such invalidation shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.


- c. The Parties to this Agreement have had the opportunity to be fully and completely represented by counsel of their own choosing in the negotiation and drafting of this Agreement. Accordingly, the Parties agree that any rule of construction of contracts resolving any ambiguities against the drafting party shall be inapplicable of this Agreement.
- d. This Agreement shall be construed and interpreted in accordance with the laws of North Carolina and proper venue for any legal proceeding shall be Buncombe County, North Carolina.
- e. This Agreement contains information that is part of the safety component of the ACS schools' improvement plan and thus, is not a public record pursuant to N.C.G.S. 115C-105.27(a2).

Asheville City Board of Education



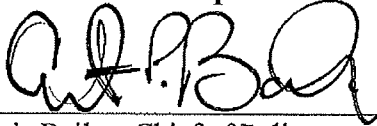
Shaunda Sandford, Chair

Asheville City Schools



Dr. Bobbie Short, Interim Superintendent

Asheville Police Department



Chris Bailey, Chief of Police