



NORTH CAROLINA
State Board of Education
Department of Public Instruction

Report to the North Carolina General Assembly

MOUs on Training Resources
& Professional Development

N.C. Session Law 2021-180, sec. 7.30(b)

Date Due: Oct. 1, 2023

DPI Chronological Schedule, 2022-2023

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LEGISLATIVE DIRECTIVE

N.C. Session Law 2021-180, Section 7.30(b) states: “The Center for Safer Schools shall enter into a memorandum of understanding (MOU) with the Department of Public Safety to provide in appropriate facilities owned by the Department of Public Safety the training, resources, and professional development required pursuant to G.S. 115C-105.57(c)(2), as enacted by this act. No later than January 15, 2022, and each October thereafter in which the MOU is executed, the Center for Safer Schools, in conjunction with the Department of Public Safety, shall report to the Joint Legislative Education Oversight Committee, the Joint Legislative Oversight Committee on Justice and Public Safety, the Senate Appropriations/Base Budget Committee, the House Committee on Appropriations, and the Fiscal Research Division on the memorandum of understanding.”

This report will serve as the required reporting by the Center for Safer Schools, in conjunction with the Department of Public Safety, to the Joint Legislative Education Oversight Committee, the Joint Legislative Oversight Committee on Justice and Public Safety, the Senate Appropriations/Base Budget Committee, the House Committee on Appropriations, and the Fiscal Research Division as indicated in N.C. Session Law 2021-180, Section 7.30(b).

BACKGROUND

The N.C. Department of Public Instruction's Center for Safer Schools plans to open a training facility in Biscoe, near the geographic center of the state.

In 2021, CFSS Executive Director Karen W. Fairley successfully advocated with state legislators and secured over \$12 million in resources to create a first-of-its-kind designated school safety training facility, which was formerly East Montgomery High School. This will allow for "real-life" training in an environment that accurately represents a school setting.

The 113 acre satellite campus (157 Eagle Lane, Biscoe) is projected to be completely renovated in late 2024. The Department of Public Safety opened the newly renovated Academic B building at Samarcand Training Academy (3600 Samarcand Road, Jackson Springs) in Moore County – which contains two classrooms and two offices with adjacent work areas – and has agreed to allow the CFSS use until completion of permanent facilities.

The begin use date of the temporary facility was 1 January 2023. To facilitate trainings, the CFSS hired a Director of Training in January 2023.

The grand opening ceremony was held in the Samarcand auditorium on 24 January 2023. The CFSS hosted its first training session in the Academic B building 16 March 2023.

The renovation project at the Biscoe facility began in March 2023. Renovations to date are outlined in this report.

The CFSS' memorandum of understanding with the Department of Public Safety (full text in Appendix A) was executed on 1 May 2023.

The permanent CFSS Training Center is projected to open in late 2024.

BUILDING UPDATES

The renovation project at the former East Montgomery High School is divided into five phases:

Phase 1: Security Fence and Pavement (map in Appendix B)

Phase 2: Main Building Reroof and Administration Building Structural Repairs

Phase 3: Classroom Building and Administration Building Renovation

Phase 4: Main Building Renovation

Phase 5: Maintenance Shop, Auditorium, Residence, Field House and Concession Renovation

The following updates to Phase 1 were provided by Samarcand Training Academy in August 2023:

- Paving is 40% complete (photos in Appendix C)
- Fence construction is 22% complete (photos in Appendix D)
- Total pavement and fence cost is approximately \$1.5 million.
- Cost to date – including contingency funds – is approximately \$2.9 million. We have \$8.6 million budgeted, leaving approximately \$5.7 million to finish the roof and auditorium. The estimate is about \$600,000 over that budget, and we are hoping to complete Phase 2 with current budgeted funds.
- Hudson Paving of Rockingham is handling pavement. Timmons Group of Raleigh is handling fencing. Smith Sinnett Architecture of Raleigh is the designer/architect.
- 1,044 officers have trained for 424 hours, all of which was school safety training. In 2022, 314 officers trained for 100 hours.
- Anticipated training for the upcoming year is challenging for two reasons:
 - We may have to shut down training for the construction projects for periods of time.
 - The school is still emerging as a training platform for agencies across the state.

According to Samarcand Training Academy, Phase 2 is currently in the design phase, and additional funding might be needed. Also, the backstage area of the auditorium will be remodeled into four additional breakout/classroom/conference rooms and new seating consisting of 623 seats (rendering in Appendix E). Smith Sinnett will schedule a visit to the seating manufacturer near High Point in the next 30-60 days to meet with STA and the Center for Safer Schools.

CENTER FOR SAFER SCHOOLS TRAININGS

Since the temporary Training Center opened in January 2023, the Center for Safer Schools has conducted the trainings listed below. However, the CFSS has not been able to hold trainings at the Biscoe location due to renovation and related concerns regarding the safety of school personnel, and summer is not an optimal time for school staff training.

- Reunification Training & Technical Assistance
 - 16 March 2023; 21 registrants
 - This training offered an overview of how to develop a Reunification Plan using best practice (FEMA/Homeland Security guidelines).
 - Presenter: Karen W. Fairley, CFSS Executive Director
- Adolescent Substance Use and Proactive Intervention
 - 30 March 2023; 24 registrants
 - This training provided both school and law enforcement personnel a comprehensive perspective in the following areas: overdose crisis among adolescents; drug use trends in schools; drug myths; and Q&A.
 - Presenter: Amanda Clark, Drug and Injury Prevention Manager for the Guilford County Division of Public Health
- Reunification Planning for Schools
 - 27 April 2023; 11 registrants
 - This training offered an overview on how to develop a Reunification Plan using best practice (FEMA/Homeland Security guidelines).
 - Presenter: Quintin Trent, CFSS Director of Training
- School Risk Management Plan Training
 - 14 June 2023; 17 registrants
 - This training instructed attendees on how to input site-based school data to develop a comprehensive schematic diagram and plans into the SRMP portal; both identify and discuss vulnerabilities and training gaps in their individual plans; and at least once annually initiate a full schoolwide tabletop exercise on the procedures documented in the SRMP portal.
 - Presenters: Karen Everett, CFSS Assistant Director-Physical Security, and Rich Clifton, N.C. Emergency Management Critical Infrastructure Specialist
- Transportation Security Administration School Bus Awareness Training
 - 7 September 2023; 13 registrants
 - This training provided school personnel the resources to mitigate vulnerabilities in their school bus security programs, including recognizing and implementing best practice scenarios for active shooter events involving school buses and facilities.
 - Presenters: Justin Abraham, Alena Kent and Brigitte Monroe, Transportation Security Administration Inspectors

FUTURE PLANS

Samarcand Training Academy is working with the Center for Safer Schools to create a needs list to be submitted by 30 November 2023.

APPENDIX A

**Memorandum of Understanding
Between
North Carolina Department of Public Safety-Samarcand Training
Academy And
North Carolina Department of Public Instruction-Center for Safer Schools**

This Memorandum of Understanding ("MOU"), made and entered into as of the last date set forth below (the "Effective Date"), by and between the Samarcand Training Academy ("Samarcand"), a division of the North Carolina Department of Public Safety ("the Department"), and the Center for Safer Schools ("CFSS"), a division of the North Carolina Department of Public Instruction ("DPI"). Samarcand, the Department, CFSS, and DPI also may be collectively referred to as the "Parties," or individually as the "Party."

Recitals

WHEREAS, Samarcand is a division of the Department, and as such is the unit of State government responsible for the State real property situated at 3600 Samarcand Road, Jackson Springs, North Carolina 27281 and occupying approximately 460 acres in Moore County (the "Samarcand-Main Property"); and

WHEREAS, since 2015, Samarcand has been used as a training site for correctional basic, correctional in-service, law enforcement basic, and law enforcement advanced training and provides training, resources, and professional development for law enforcement personnel throughout the State of North Carolina; and

WHEREAS, CFSS is a division of DPI that serves as the state of North Carolina's clearinghouse for school safety resources, training, and technical assistance with the goal of maintaining our schools as centers of learning and not fear; and

WHEREAS, one of the statutory duties of CFSS is to provide training, resources, and professional development for students, public school personnel, first responders, social services agencies, and other interested parties, as needed, on topics related to school safety; and

WHEREAS, access to a brick-and-mortar training facility will greatly advance CFSS's training capabilities and capacity by providing a realistic environment where subject matter experts such as educators, mental health professionals, first responders, and security professionals can train together in an atmosphere representative of an actual school setting; and

WHEREAS, Sections 40.l(a) and (b) of North Carolina Session Law 2021-180 established the "East Montgomery Safer Schools Training Academy" and appropriated \$4,170,000.00 to the Department for the purchase and renovation of East Montgomery High School ("EMHS"), located at 157 Eagle Drive in Biscoe, Montgomery County, North Carolina to create the

training center, and Section 40.I(c) allocated an additional \$4,500,000.00 to the Department for repairs to the EMHS property; and

WHEREAS, on May 10, 2022, the Department completed the purchase of the EMHS property (the "Samarcand-Satellite Property") to create the future Center for Safer Schools Training Center at Samarcand, following the completion of necessary renovations and improvements; and

WHEREAS, Section 7.30(b) of North Carolina Session Law 2021-180 requires CFSS and the Department to enter into an MOU to provide, create, develop, and deliver, at the Samarcand Satellite Property, the school safety related training, resources, and professional development required by G.S. 115C-105.57(c)(2); and

WHEREAS, under the terms and conditions set forth in this MOU, Samarcand and the Department wish to authorize CFSS and DPI to enter and use the Samarcand-Satellite Property to provide the school-safety related training required by Session Law 2021-180; and

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this MOU, the Parties agree as follows:

Section 1: Premises. The "Premises" shall consist of that certain portion of the Samarcand Satellite Property in Montgomery County as identified by the Department for CFSS use. The use of Premises includes the right of direct access to the property as outlined in Section 4 of this MOU.

For avoidance of doubt, the Premises does not include the land and buildings located on the Samarcand-Main Property in Moore County. However, CFSS agents, contractors, employees, and training partners shall have access to Academic B Building on the Samarcand-Main Property, pursuant to the terms of Section 5 below, and may use additional common spaces, buildings, and training facilities on the Samarcand-Main Property, upon reasonable notice and subject to availability.

Section 2: Term and Termination. The initial term of this MOU shall be for a period of two (2) years beginning on January 1, 2023 and expiring on December 31, 2024 (the "Initial Term"). After the Initial Term, the Parties shall have the option to renew this MOU, upon the terms and conditions set forth herein for two (2) additional two (2) year terms (each a "Renewal Term" or collectively, the "Renewal Terms"), which shall be exercised by providing the other Party with written notice of intent to renew no less than ninety (90) days prior to the expiration of the Initial Term and, if applicable, the first Renewal Term. The Initial Term and the Renewal Terms are collectively referred to herein as the "Term." After the Term, either Party may terminate this MOU, upon ninety (90) days written notice to the other Party.

Section 3: Improvements or Developments to Premises.

- I) The Department, as owner of the Samarcand-Satellite Property, shall be responsible for the completion of facility development, construction, upfitting, and improvements to the

Premises at the sole cost of the Department, and shall seek input from CFSS regarding upfitting related to training equipment and classroom furniture.

- 2) The Department shall determine all plans, including engineering and architectural drawings, developed for the Samarcand-Satellite Property and any additional or future plans to improve or develop the Premises but may seek input from CFSS. This includes the construction of any hard surface (concrete) area and/or other facilities, including but not limited to mobile offices, as well as the selection of furnishings and equipment. Notwithstanding CFSS input, the decision to approve or deny any improvement or development of the Premises shall be at the sole discretion of the Department, subject to review and/or oversight by the North Carolina Office of State Construction and subject to any required approval by the North Carolina General Assembly as provided by any applicable law, rule, or policy.
- 3) Any Department approved improvement or development on the Premises must be funded entirely by legislative appropriations for this purpose and meet any applicable federal, State, and local law, rule, or other requirement for construction on State property, including but not limited to the NC State Construction Office.

Section 4: Access and Use of the Premises and the Samarcand-Satellite Property.

- 1) Samarcand shall maintain administrative offices on the Premises for use by administrative staff to oversee the administration, operation, security, housekeeping, and maintenance of the Samarcand-Satellite Property.
- 2) CFSS shall maintain administrative offices on the Premises for use by CFSS agents, contractors, employees, and training partners to oversee and facilitate curriculum development and the delivery of training and services as set forth in this MOU.
- 3) CFSS shall have access to the Premises for training purposes during regular business hours on weekdays, defined as Monday through Friday, and on weekends and holidays, and CFSS shall have uninterrupted access to the Premises along the applicable access roads, subject to the reasonable security and safety protocols of Samarcand.
- 4) CFSS may use the Premises as a training space for public school personnel, school resource officers ("SROs"), mental health professionals, first responders, and other interested parties. CFSS shall not use the Premises or the improvements in any manner that will constitute waste or in any manner that would unreasonably interfere with the Department's operations at the Samarcand-Satellite Property. When on the Premises of the Samarcand Satellite Property, CFSS and its agents, contractors, employees, and training partners shall abide by all Samarcand policies and procedures, including but not limited to policies and procedures related to parking, security, visitation, check-in and -out, and scheduling.
- 5) CFSS and its agents, contractors, and employees shall exercise reasonable care in

the conduct of their use of Samarcand equipment and the Samarcand-Satellite Property, and CFSS shall be responsible for replacing, restoring, or repairing damage caused by its or its agents', contractors', or employees' use of any building, facilities or equipment of Samarcand at the Samarcand-Satellite Property, reasonable wear and tear excluded.

6) Samarcand shall maintain the right to use the Premises of the Samarcand-Satellite Property for the purpose of administering training to its other training partners, including but not limited to North Carolina Alcohol Law Enforcement (ALE), North Carolina State Bureau of Investigation (SBI), North Carolina Wildlife Resources Commission, North Carolina Division of Motor Vehicles (NCDMV), the Division of Community Supervision of the Department of Adult Correction, the Department's Division of Juvenile Justice and Delinquency Prevention, and other law enforcement agencies, when the Samarcand Satellite Property is not being used by CFSS for training purposes.

Section 5: Access and Use of the Samarcand-Main Property.

- 1) Upon reasonable notice to Samarcand and subject to availability, Samarcand may allow CFSS agents, contractors, employees, and training partners to use common spaces, buildings, and training facilities on the Samarcand-Main Property, including but not limited to the dining hall, gymnasium, and auditorium; provided that any such CFSS agents, contractors, employees, and training partners shall comply with all policies and procedures applicable to such common spaces, buildings, and training facilities. CFSS and its agents, contractors, employees, and training partners shall be responsible for the cost of meals provided by the dining hall at the Samarcand-Main Property, excluding any meals provided to training partners who are certified law enforcement officers or certified employees of the Department.
- 2) Upon reasonable notice to Samarcand and subject to availability, Samarcand may provide CFSS agents, contractors, employees, and training partners with overnight lodging in dormitories located at the Samarcand-Main Property. CFSS shall be responsible for the cost of overnight lodging for CFSS agents, contractors, employees, and training partners who are not certified law enforcement officers or certified employees of the Department.
- 3) CFSS and its agents, contractors, employees, and training partners shall abide by all Samarcand policies and procedures, including but not limited to policies and procedures related to parking, security, visitation, check-in and -out, and scheduling.
- 4) CFSS and its agents, contractors, and employees shall exercise reasonable care in the conduct of their use of Samarcand equipment and the Samarcand-Main Property, and CFSS shall be responsible for replacing, restoring, or repairing damage caused by its or its agents', contractors', or employees' use of any building, facilities or equipment of Samarcand at the Samarcand-Main Property, reasonable wear and tear excluded.
- 5) Samarcand shall provide CFSS with temporary access to Academic B Building, located

at the Samarcand-Main Property, to use as a training space for CFSS agents, contractors, employees, and training partners, while renovations are being completed at the Samarcand Satellite Property. CFSS's access to Academic B Building shall be pursuant to the following terms:

- a. CFSS shall have first priority for the use of the two (2) classrooms in Academic B Building during the term set forth in Section 2 of this MOU, provided that CFSS's temporary access to Academic B Building shall terminate when the renovations of the Samarcand-Satellite Property are completed, and the facility is available for use by CFSS.
- b. Samarcand shall provide administrative offices in Academic B Building for use by CFSS, which shall consist of one (1) office for the CFSS Director, as well as four (4) cubicles for other CFSS staff. Additionally, Samarcand shall maintain one (1) office and two (2) cubicles for its staff and one (1) cubicle for visiting instructors from any agency.
- c. CFSS shall have the right to keep a school bus on the Samarcand-Main Property for use in training. The location of the school bus shall be determined at the sole discretion of Samarcand.
- d. Samarcand shall maintain the right to use Academic B Building for the purpose of administering training to its other training partners, including but not limited to North Carolina Alcohol Law Enforcement (ALE), North Carolina State Bureau of Investigation (SBI), North Carolina Wildlife Resources Commission, North Carolina Division of Motor Vehicles (NCDMV), the Division of Community Supervision of the Department of Adult Correction, the Department's Division of Juvenile Justice and Delinquency Prevention, and other law enforcement agencies, when Academic B Building is not being used by CFSS for training purposes.

Section 6: Scope, Coordination, and Delivery of Training:

- 1) CFSS shall be responsible for curriculum development and the delivery of training to public school personnel, SROs, mental health professionals, first responders, and other interested parties on school safety related topics, including but not limited to:
 - a. Responsibilities and best practices of SROs;
 - b. Youth mental health, including applicable policies and plans adopted by the State Board of Education and public school units in accordance with G.S. 15C-376.5;
 - c. Threat assessment;
 - d. Active-shooter drills and scenarios;
 - e. Incident de-escalation;
 - f. Reunification of schools and school districts after an incident; and
 - g. Information related to at least the following areas:
 - i. Bullying;

- ii. Suicide;
 - iii. Opioid and substance abuse;
 - iv. Critical incidents;
 - v. Trauma and victimization among students; and
 - vi. The impacts of the issues referenced in (i)-(v) above on school climate and school safety.
- 2) Samarcand may assist CFSS in the delivery of school safety related training subject to the availability of Samarcand staff and resources necessary to provide such training.
- 3) It is intended that the Samarcand-Satellite Property will provide a realistic school environment that will allow for the implementation of advanced scenario-based training, drone operation training, and additional training aids, to include a Use of Force training simulator and training structures for force-on-force training.
- 4) CFSS shall provide or select all instructors for training events and ensure that all instructors, including contractors, have the necessary qualifications and instructor certification(s) and/or other credentialing required to conduct the specific training being delivered.
- 5) CFSS shall maintain a full-time Training Coordinator at the Samarcand-Satellite Property to coordinate, in collaboration with Samarcand, the scheduling and logistics of training activities and events at the Samarcand-Satellite Property, and if applicable, the Samarcand Main Property.
- 6) The CFSS Training Coordinator shall coordinate with Samarcand's registrar to develop and distribute training schedules that include the title of the training event, date(s) time(s), location(s), lead instructor, assistant instructor(s), if any, and other relevant information. Training schedules shall be developed in advance and subject to revision.

Section 7: Costs and Expenses:

- 1) In addition to those costs and expenses set forth in Section 3, above, the Department is responsible for the following costs and expenses:
 - a. Water, electricity, phone, internet, and other utilities required to operate the Samarcand-Satellite Property and Academic B Building. CFSS shall consume water and electricity at the Samarcand-Satellite Property and Academic B Building solely for the purpose of facilitating its obligations under this MOU; and
 - b. Services related to the operation and maintenance of the Samarcand-Satellite Property and Academic B Building, including the following:
 - i. janitorial and housekeeping services;
 - ii. lawn care services;
 - iii. all maintenance and repair services;

- iv. security services;
 - c. Meals for training partners who are certified law enforcement officers or certified employees of the Department staying overnight at the Samarcand-Main Property; and
 - d. Compliance with all governmental laws, rules, ordinances, and regulations applicable to the Premises, the Samarcand-Satellite Property, and Academic B Building, including but not limited to any and all requirements imposed by federal and state environmental laws and regulations
- 2) In addition to those costs and expenses set forth in Sections 4 and 5, above, CFSS is responsible for the following costs and expenses:
- a. Reproduction of instructional materials and resources;
 - b. Supplies necessary for the delivery of training, as well as any clerical supplies required for its administrative staff;
 - c. Meals provided by the dining hall at the Samarcand-Main Property for CFSS agents, contractors, employees, and training partners who are not certified law enforcement officers or certified employees of the Department, unless such meals are paid for by CFSS's agents, contractors, employees, and training partners, individually, to be paid at a per diem rate equal to or less than the rate set by the state government; and
 - d. Overnight lodging in dormitories at the Samarcand-Main Property for CFSS agents, contractors, employees, and training partners who are not certified law enforcement officers or certified employees of the Department.
- 3) The per diem rate to be paid by CFSS for meals and overnight lodging for CFSS agents, contractors, employees, and training partners staying overnight at the Samarcand-Main Property shall be equal to \$50.00 per day plus a 3% credit card service fee for each CFSS instructor and/or student, which is equivalent to \$51.50 per day.

Section 8: Liability and Workers' Compensation.

1) Liability for Negligent Acts or Omissions.

The Parties shall each be responsible for the conduct of their respective agents and employees arising out of the performance of this MOU, to the extent permitted by the laws of North Carolina, including the North Carolina Tort Claim Act, the Workers' Compensation Act, the Defense of State Employees Act, and the Excess Liability Insurance Policy administered through the North Carolina Department of Insurance, and to the extent that such liability for any damages is caused by or results from the negligent acts of the respective party, its agents, or employees. No provision of this MOU shall be construed as constituting waiver of either party's sovereign or governmental immunity under any applicable law.

2) Insurance. CFSS shall obtain adequate insurance coverage in accordance with

all applicable laws, if so required, for (i) general liability, (ii) workers' compensation, (iii) automobile liability and (iv) fire and extended coverage with regard to CFSS's use and occupancy of the Premises and the improvements and equipment thereon, as well as CFSS's use and occupancy of the Samarcand-Main Property. CFSS shall require any of its contractors or agents entering the Premises or the Samarcand-Main Property to obtain and keep in place with well rated insurers, authorized to do business in the State of North Carolina, adequate insurance coverage, as applicable, for (i) statutory workers' compensation including, employers' liability; (ii) comprehensive general liability including, personal injury, broad form property damage, independent contractor, XCU (explosion, collapse, underground) and products/completed operations; (iii) automobile liability; and (iv) fire and extended coverage insurance. Notwithstanding the rights of any insurer, nothing herein shall affect the authority of the Attorney General of North Carolina, including but not limited to, the Attorney General's authority to represent Samarcand in any and all litigation.

All policies shall be issued by insurance companies acceptable to Samarcand. All such policies maintained by contractors of CFSS shall be purchased only from insurers who are authorized to do business in the State of North Carolina, who comply with the requirements thereof, and who carry an A.M. Best Company rating of "A" or "A+." All insurance policies shall contain an endorsement, if obtainable, specifically naming Samarcand as an additional insured; shall be primary to any other insurance that may be available to Samarcand; and shall provide that any losses will be payable notwithstanding any act or failure to act or negligence of Samarcand. All insurance policies shall contain an endorsement stating that the insurer will not cancel or reduce coverage without first giving Samarcand thirty (30) days prior written notice. CFSS will require its contractors to provide Samarcand with current certificates of such insurance, including a copy of all additional insured endorsements, within thirty (30) days after execution of this MOU, and will provide true and complete copies of such insurance policies upon Samarcand's request.

Section 9: Surrender of the Premises. At the expiration of the Term or the earlier termination of this MOU, CFSS shall promptly quit and surrender the Premises and any improvements or developments, and Academic B Building to the Department in good order, condition, and repair, with the exception of ordinary wear and tear. At the termination of this MOU, CFSS shall remove any and all of its personal property, trade fixtures, and equipment from the Premises and any improvements or developments, and Academic B Building, unless specifically excepted herein or otherwise agreed in writing in a separate MOU. All such personal property, trade fixtures, and equipment not so removed by CFSS and remaining on the Premises or any improvements or developments, or Academic B Building thirty (30) days after the termination of this MOU shall, at the Department's option, become the property of the Department or the Department may have the property removed or stored, at CFSS's expense.

SECTION 10: MISCELLANEOUS.

- 1) **Amendment.** This MOU may be amended when such an amendment is agreed to in writing by the Parties. The amendment will be effective on the date a copy of the amended MOU has been signed by all of the Parties.
- 2) **Notices.** Unless otherwise provided herein, all notices or other communications which may be or are required to be given or made by any party to the other under this MOU shall be in writing addressed as follows:
Samarcand: Matthew W. Rebuck, Director; matthew.rebuck@ncdps.gov; Samarcand Training Academy, North Carolina Department of Public Safety, 3600 Samarcand Road, Jackson Springs, NC 27281
Center for Safer Schools: Karen W. Fairley, Executive Director, Karen.Fairley@dpi.nc.gov, North Carolina Department of Public Instruction, 301 N. Wilmington Street, Raleigh, NC 27601
- 3) **No conflict: Severability.** Nothing in this MOU shall be construed or is intended to conflict with current laws or regulations of the State of North Carolina. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.
- 4) **Governing Law; Venue.** This MOU shall be interpreted using North Carolina law and any action related to the provisions of this MOU must be adjudicated by the Superior Court of Wake County.
- 5) **Entire Agreement.** This MOU, including such portions as are incorporated by reference herein, constitutes the entire agreement by and between the Parties, and such Parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in the writing herein.
- 6) **Access to Persons and Records.** The State Auditor shall have access to persons and records related to this MOU under the terms and conditions set forth in N.C. Gen. Stat. § 147-64.7. The Parties shall retain all records related to this MOU in accordance with State law.
- 7) **Signing and Execution.** This MOU may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 8) **Waiver.** The failure to enforce or the waiver by a Party of any right or breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

IN WITNESS WHEREOF, intending to be bound hereby, this MOU is executed as of the last date set forth in the acknowledgments below.

STATE OF NORTH CAROLINA

North Carolina Department of Public Safety

By: Eddie M. Buffaloe, Jr., Secretary, N.C. Department of Public Safety

Date: 4-27-23

North Carolina Department of Public Instruction / Center for Safer Schools

By: Catherine Truitt, State Superintendent of Public Instruction, N.C. Department of Public Instruction

Date: 5-1-23

APPENDIX B

A map of Phase 1 (Paving) at the former East Montgomery High School:



APPENDIX C

The following photos were among those submitted as part of Smith Sinnett Architecture's (designer/architect) field observation report on 25 August 2023:



APPENDIX D

The following photos were among those submitted as part of Timmons Group's (fencing) site visit report on 17 August 2023:



Fencing with Fabric installed



Fence Fabric and fencing progress in region of baseball field / track



Gate installations. Look good, still need anchor blocks installed



Tree clearing alongside Auditorium

APPENDIX E

A rendering of the auditorium provided by Smith Sinnett Architecture:

