

**FIRST AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENT  
BETWEEN  
THE GUILFORD COUNTY BOARD OF EDUCATION  
AND  
GUILFORD COUNTY, on behalf of the  
GUILFORD COUNTY JUVENILE DETENTION CENTER**

This First Amendment to the Memorandum of Understanding and Formal Agreement (the “MOU”), made and entered into this the 5th day of May, 2022, by and between the GUILFORD COUNTY BOARD OF EDUCATION (the “District”) and the GUILFORD COUNTY, on behalf of the GUILFORD COUNTY JUVENILE DETENTION CENTER (the “County”) (each, a “Party,” and collectively, the “Parties”).

**W I T N E S S E T H :**

WHEREAS, the County operates one juvenile detention center in Guilford County (the “JDC”);

WHEREAS, the District must fulfill its statutory obligation to ensure that a free appropriate public education (“FAPE”) is made available to students with disabilities incarcerated in the JDC for more than ten (10) school days who were eligible for the provision of FAPE prior to their incarceration (students who meet such criteria hereinafter referred to as “IDEA-eligible incarcerated students”);

WHEREAS, some of the District’s students with disabilities who were eligible for the provision of FAPE prior to their incarceration are incarcerated, and may be incarcerated in the future, in the JDC;

WHEREAS, some of the District’s students who receive general education through the District, are incarcerated, and may be incarcerated in the future, in the JDC (“general education incarcerated students,” which term includes IDEA-eligible students and students who dropped out of the District prior to incarceration but would like to be re-enrolled during incarceration);

WHEREAS, the Parties entered into the original Memorandum of Understanding and Formal Agreement effective April 21, 2016;

WHEREAS, the stated purpose of the original Memorandum of Understanding and Formal Agreement was to specify the roles, commitments, and responsibilities for the use of Title I, Part D funds allocated to the GCS as it relates to the academic services of students assigned to the JDC by the Court to await arraignment or to be bound over to Superior Court for trial as adults;

WHEREAS, the Parties desire to continue the original Memorandum of Understanding and Formal Agreement under the following terms; and

NOW, THEREFORE, the District and the County agree to the following terms and guiding principles:

1. **Purpose.** The purpose of this MOU is to establish guidelines and areas of responsibility between the Parties to enable the District to provide special education and related services to the District's IDEA-eligible incarcerated students and general educational services to the District's general education incarcerated students, including the District's IDEA-eligible incarcerated students. Further, the purpose of this MOU is specify the roles, commitments, and responsibilities for the use of Title I, Part D funds allocated to the GCS as it relates to the academic services of students assigned to the JDC by the Court to await arraignment or to be bound over to Superior Court for trial as adults

2. **Authority.** The authority for the performance and responsibilities assigned herein is provided by the following non-exhaustive list of laws:

- a. 20 U.S.C. § 1412(a)(1)(A);
- b. 42 U.S.C. § 2000d *et seq.*;
- c. 34 CFR 300.101;
- d. N.C. Gen. Stat. § 115C-107.1; and
- e. NC 1501.1.1(d).

3. **Responsibilities.**

a. **Cooperation.**

- i. The Parties shall work cooperatively with each other to enable the District to provide FAPE to IDEA-eligible incarcerated students and general education to general education incarcerated students, including the District's IDEA-eligible incarcerated students, including to minimize the difficulties which may arise out of the differences in laws, statutes, and administrative rules, policies, and procedures governing each Party.
- ii. The District will provide technical support regarding fiscal and programmatic compliance with Title I, Part D regulations. The Title I Director and/or Supervising Principal will meet semiannually with the County Liaison, defined below, or another County designee.

- iii. The County shall support a daily schedule that will maximize the instructional hours of the day for juveniles.
- iv. The County shall, when feasible, provide coordination of services for the family, including but not limited to counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling.

b. Provision of Services.

i. *Special Education and Related Services.*

- 1. Pursuant to the Individuals with Disabilities in Education Act ("IDEA") and state law, the District is required to offer special education and related services in accordance with the Individual Education Program ("IEP") of each IDEA-eligible incarcerated student to each IDEA-eligible incarcerated student.<sup>1</sup>
- 2. The County shall cooperate with the Certified Special Education Teacher(s) assigned to the JDC for the District to make available to the IDEA-eligible incarcerated students the offer of FAPE, including cooperating in developing a mutually agreeable schedule for the provision of special education and related services.

ii. *General Education Services.*

- 1. The District will provide general education services to all general education incarcerated students five days per week in four blocks per day.<sup>2</sup>
- 2. The County shall cooperate with the District's general education teacher(s) assigned to the JDC for the District to make general education available to the general education incarcerated students, including cooperating in developing a mutually agreeable schedule for the provision of general education.

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<sup>1</sup> This instruction may be provided in person or virtually.

<sup>2</sup> This instruction may be provided in person or virtually.

- iii. The County shall transport IDEA-eligible incarcerated students and general education incarcerated students to and from the private room, as described below, to receive educational services.
- iv. The County shall provide all aspects of care to IDEA-eligible incarcerated students and general education incarcerated students, including security, housing, feeding, clothing, non-instructional record-keeping, evaluation, discipline, medical services, transportation, counseling and psychological services, and supervision.
- v. The County shall participate in and facilitate the District's monitoring of the District's education programs administered in the JDC to ensure compliance with North Carolina statutes, applicable federal and state laws, rules and regulations. This monitoring includes quarterly site visits to the JDC by the District.
- vi. The County shall facilitate student access to virtual learning opportunities provided by the District.
- vii. If necessary under state or federal law, and requested by the District, the County shall cooperate with the District and allow for the District to hold a meeting or conference with an incarcerated student and other required meeting members. The County will provide for appropriate private meeting space and furniture for such meetings and conferences.

c. Personnel.

- i. The District will provide a certified special education teacher to provide special education and related services in accordance with the IEP of each IDEA-eligible incarcerated student.<sup>3</sup> The individual serving as the certified special education teacher may change from time to time at the District's sole discretion.
- ii. From time to time, the District may provide other educators, tutors, evaluators, or related service providers to provide, virtually or in person, the following:

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<sup>3</sup> This instruction may be provided in person or virtually.

1. instruction and related services in accordance with the IEP of each IDEA-eligible incarcerated student and conduct evaluations of IDEA-eligible incarcerated students,
  2. instruction English Learners, as required under federal law, and
  3. academic support to incarcerated students.
- iii. The District will use Title I, Part D funds, in conjunction with state and local funds, to provide at least two general education teachers to provide general education to general education incarcerated students. The individual(s) serving as the general education teachers may change from time to time at the District's sole discretion. The teachers will:
1. Meet North Carolina licensure and/or credential requirements to, collectively, instruct in at least the following areas, *i.e.*, at least one assigned teacher will be licensed in each of the following areas: mathematics, science, social studies, and language arts;
  2. Follow the State-adopted curriculum for all grade levels and subject area content;
  3. Provide eligible students who are at the JDC for more than two days with instruction which will support the student's graduation<sup>4</sup>;
  4. Provide instruction in English/Language Arts, Science, Social Studies, and Mathematics, though other subject areas will be integrated into core instruction or delivered through online instruction when possible<sup>5</sup>;
  5. Provide a weekly opportunity for parents of students to meet with a member of the educational team (*i.e.*, the special education teacher(s), the general education teacher(s), or the designated employee described below);

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<sup>4</sup> Juveniles in the JDC who are identified as "bound over" will be eligible for instruction only when a diploma or G.E.D. has not been obtained.

<sup>5</sup> This instruction may be provided in person or virtually.

6. Ensure that students awaiting arraignment, and therefore in “lock up,” are counted absent (Code 2) from their home school;
  7. Provide student grades to the home school upon release from the JDC.
- iv. The District will designate an employee or employees to manage the provision of education to incarcerated students. The District will utilize Title I, Part D funds to provide such designated employee(s). This designated employee or employees will:
1. Be responsible for ensuing legally compliant special educational services for IDEA-eligible incarcerated students.
  2. Be responsible for ensuring legally compliant instruction for English learner incarcerated students;
  3. Conduct site visits at the JDC at least once per quarter;
  4. For IDEA-eligible incarcerated students, arrange to hold an IEP meeting within two weeks of the IDEA-eligible incarcerated student’s entry into the JDC and within two weeks of reentry the IDEA-eligible incarcerated student’s home school;
  5. Audit the IDEA-eligible incarcerated students’ IEPs;
  6. Assist with the coordination of educational and support programs with each incarcerated student’s home school and outside agencies, as applicable;
  7. Ensure all eligible students remain enrolled at their home school as “Visiting Students” and counted present each day that they participate in instruction;
  8. Meet with students’ IEP teams, as necessary;
  9. Ensure the effective transfer of records between the JDC and the District;

10. Liaise between the County, the County's Liaison (defined below), and the District's staff; and

11. Coordinate the return of the incarcerated student to the home school, including conducting follow-up visits at thirty (30) days for all students, and sixty (60) and ninety (90) days, as needed.

- v. The District's employees assigned to the JDC will have the opportunity to attend professional development offered by the District.
- vi. The County shall allow the District's personnel to meet with, instruct, and evaluate IDEA-eligible incarcerated students and general education incarcerated students at a mutually agreeable schedule.
- vii. The County shall allow the District's personnel to conduct site visits at the JDC at least once per quarter.
- viii. The County shall assign a liaison to facilitate the interaction between the District's staff and the staff at the JDC (the "County's Liaison").
- ix. The County shall maintain a juvenile to adult ratio of 8:2 as mandated by mental health licensure requirements.

d. Location.

- i. The educational services to be provided pursuant to this MOU will be provided within the buildings operated by the County or virtually.
- ii. The County shall provide a private room and appropriate furniture for the District's use in providing educational services to, and conducting evaluations of, IDEA-eligible incarcerated students and general education incarcerated students. If educational services are provided, or evaluations are conducted, by the District virtually, the County shall allow the IDEA-eligible incarcerated students and general education incarcerated students to use the private room described above for receipt of such educational services or to undergo evaluations.

- iii. The County is solely responsible for maintaining its facilities and for assuring that all IDEA-eligible incarcerated students and general education incarcerated students have the appropriate working station and adequate access to wireless internet services so as to access remote instruction, if provided by the District.

e. Materials.

- i. The District shall provide, and the County shall allow the District to provide, all educational materials necessary for the provision of FAPE to IDEA-eligible incarcerated students and for the provision of general education to general education incarcerated students, including classroom books and materials necessary to meet the IEP goals of each IDEA-eligible incarcerated student and to allow the general education incarcerated students to access the general education curriculum, as well as appropriate equipment to enhance and facilitate learning. The County's Liaison and the District's designee will develop a process and plan for the maintenance of such educational materials.

- 1. All educational materials will remain the property of the District and may be removed by the District at any time.

- ii. The District may provide, and the County shall allow the District to provide, IDEA-eligible incarcerated students and general education incarcerated students with electronic devices such that the IDEA-eligible incarcerated students and general education incarcerated students may access remote learning opportunities provided by the District. The County's Liaison and the District's designee will develop a process and plan for the maintenance of such electronic devices.

- 1. All electronic devices will remain the property of the District and may be removed by the District at any time.
  - 2. The District will provide hardware support and repair for technology devices provided by the District, as per normal District procedures.



3. If hardware issues arise, the County's Liaison shall promptly contact the District's Information Systems Department for technical support.
4. The County shall:
  - a. Provide technology services as required by the educational program.
  - b. Provide network cabling, switches, connections, etc.
  - c. Provide network user accounts and support for network connections.
  - d. Provide access to the Internet.
    - i. Provide filtering or "allowed list" control of Internet access.
  - e. Provide software and support.
    - i. Provide initial troubleshooting of reported issues.
- iii. The County shall provide writing utensils sufficient for the District to provide, and the IDEA-eligible incarcerated students to receive, FAPE, and for the general education incarcerated students to access the general education curriculum.
- iv. The County shall provide the use of telephone, fax equipment, and copy machine to the District.
- f. Security.
  - i. The County shall provide all security, including screening of students who are high security risks or of students who must be kept separate from one other.
  - ii. The County shall provide management of student behavior to ensure safety of incarcerated students and the District's personnel.

- iii. The County shall provide a safe and secure environment for all incarcerated students and District personnel.
- iv. The county shall investigate all safety violation incidents that arise, including those that include District personnel.
- v. The District personnel shall comply with all security policies, procedures, and protocols as established by the County.
- vi. The County's Liaison shall provide to the District relevant facility operating procedures for program security and safety.
- vii. The County shall train the District personnel providing services at the JDC in all policies, laws, and regulations necessary to work in a secured facility.
- viii. The County shall assume all costs associated with any certifications and other requirements that are mandated to work in a secured facility.
- ix. Notwithstanding its responsibilities above, the County – in all matters related to the safety and security of the facility, County staff, District personnel, and incarcerated students – may consult with the District, but the County shall retain and exercise initial decision-making discretion and authority. This includes the initial decision-making discretion and authority to deny certain District personnel access to the JDC and to withdraw an incarcerated student's access to the special education and general education programs in compliance with federal law. Should an IDEA-eligible incarcerated student's access to their education be interfered with for ten (10) days or more over the course of one school year, the Parties shall follow the manifestation determination review process, as required by the IDEA, including meeting with the IDEA-eligible incarcerated student's IEP Team to determine whether the IDEA-eligible incarcerated student's behaviors are a manifestation of their disability and, if so, what discipline is appropriate to ensure access to the special education and general education programs while ensuring the safety and security of the facility.

g. Sharing of Information.

- i. On each Monday, the County shall provide to the District's Superintendent, or the Superintendent's designee, by electronic mail to [jdcstudents@gcsnc.com](mailto:jdcstudents@gcsnc.com) the names and anticipated release dates of all incarcerated individuals.
- ii. The District shall inform the County's Liaison of which incarcerated individuals are IDEA-eligible incarcerated students and general education incarcerated students. The County's Liaison will be entitled to no other confidential student information, except as allowed by law.
- iii. Pursuant to the IDEA and the Family Educational Rights and Privacy Act, and their implementing regulations, the County must protect the confidentiality of personally identifiable information at the collection, storage, disclosure, and destruction stages. To that end, the County agrees to the following:
  - 1. The County Liaison assumes responsibility for ensuring the confidentiality of the personally identifiable information of IDEA-eligible incarcerated students and general education incarcerated students.
  - 2. All persons employed by or working with the County who collect or use the personally identifiable information of IDEA-eligible incarcerated students and general education incarcerated students must receive training or instruction regarding North Carolina's policies and procedures relating to the confidentiality of personally identifiable information and compliance with FERPA.
  - 3. The County will provide District personnel who work with incarcerated students with appropriate PREA training.
  - 4. The County must maintain, for public inspection, a current listing of the names and positions of its employees who may have access to personally identifiable information of IDEA-eligible incarcerated students and general education incarcerated students.

- iv. Within twenty-four (24) hours of release of an incarcerated student, the County's Liaison shall inform the District's Superintendent, or the Superintendent's designee, by electronic mail to [jdcstudents@gcsnc.com](mailto:jdcstudents@gcsnc.com) of such release.
- v. Within twenty-four (24) hours of an incarcerated student being made unavailable for the receipt of instruction by the District (e.g., because of being placed in solitary), the County's Liaison shall inform the District's Superintendent, or the Superintendent's designee, by electronic mail to [jdcstudents@gcsnc.com](mailto:jdcstudents@gcsnc.com) of such situation and work cooperatively with the District to make FAPE available, if an IDEA-eligible incarcerated student, and provide access to the general education curriculum to such student once available.
- vi. The County shall provide daily updates regarding the status of all juveniles (e.g., court attendance, room restriction, release, etc.) so that the District staff are best able to educate and support the students.
- vii. The County shall ensure all County staff adhere to all state and federal laws regarding disclosure of confidential student information, including but not limited to the Federal Educational Rights and Privacy Act ("FERPA").
- viii. The County shall meet semiannually with the Title I Director or Supervising Principal to ensure fiscal and programmatic compliance with Title I, Part D regulations.
- ix. The County shall allow, pursuant to the security obligations outlined in this MOU, the District's Superintendent, or their designee, to observe District instruction of incarcerated students from time to time upon reasonable prior notice.
- h. Discipline. When possible, the County shall avoid using denial of access to educational services as a disciplinary measure for violations of behavior codes established by the County.
- i. Transition Planning. To the extent reasonably feasible, the Parties shall collaborate to support an incarcerated student's transition back to the District as follows:
  - i. As early as possible after the County is aware of an incarcerated student's projected release date, the County

Liaison shall inform the District's Superintendent, or the Superintendent's designee, by electronic mail to [jdcstudents@gcsnc.com](mailto:jdcstudents@gcsnc.com) of such projected release.

- ii. The County Liaison and the District's designee shall fully cooperate, in consideration of any security requirements by the County, in scheduling a pre-release transition conference among the County Liaison, District personnel, the incarcerated student, and other individuals who may be identified by the County Office, the District, or the incarcerated student as having valuable information. During this pre-release transition conference, the attendees shall discuss the incarcerated student's academic strengths and needs, special population needs (e.g., if the student is IDEA-eligible or an English learner), behavioral strengths and needs, and other concerns and considerations that would be useful to support the incarcerated student in their transition back to the District.
- iii. The District will develop an appropriate transition plan for returning students based on the information learned and discussed in the pre-release transition conference.
- iv. The Parties must comply with all confidentiality obligations applicable to them in this process.

4. **Implementation.**

- a. Each Party will execute such agreements, certificates, documents, and other instruments, and take any further action as may be reasonably necessary or appropriate to carry out the provisions of this MOU and the transactions for which it provides and contemplates.
- b. The Parties shall disseminate this MOU to appropriate personnel in each agency, in addition to others to provide assistance in the implementation of the requirements of this MOU.
- c. The Parties shall each designate appropriate personnel to be responsible for the orderly implementation of this MOU. The County's designee(s) shall include the County Liaison.

- d. The above-referenced designees, along with others with related responsibilities from each Party, shall engage in open and frequent communication to implement this MOU effectively.
- e. The above-referenced designees, along with others with related responsibilities from each Party, shall meet to discuss implementation at least quarterly.
- f. This MOU and its implementation shall be reviewed annually.

5. **Relationship of the Parties.**

- a. Except to the extent required by law, the Parties acknowledge and agree that neither is an employee or agent of the other.
- b. The County has no authority to obligate the District by contract or otherwise, and the District has no authority to obligate the County by contract or otherwise.
- c. Each Party is solely responsible for its employees, operations, and financial obligations.
- d. This MOU should not be construed to create a partnership or joint venture between the County and the District.
- e. Nothing in this MOU shall be construed as increasing, decreasing, augmenting, diminishing, sharing, delegating, creating, and/or abrogating the existing authority, powers, duties, obligations, or jurisdiction of the GCSO, County, and District as established by the North Carolina State Constitution and/or state, federal, or local law.
- f. Nothing in this MOU shall be construed as a waiver of the governmental immunity of any party, the public official immunity of any officer or employee, or any other privilege or immunity afforded by state, federal, or local law.
- g. Nothing in this MOU shall be construed as a waiver of any other legal rights or defenses the Parties may have with respect to the other Party or any non-parties to this MOU.

6. **Records.** Each Party shall maintain its own respective records and documents associated with this MOU in accordance with the records retention requirements applicable to each Party. Each Party shall be responsible for compliance

with any public records request lawfully served upon it and any resultant award for non-compliance with such request.

7. **Insurance.**

- a. The District will maintain standard insurance coverage.
- b. Neither Party shall be responsible for maintaining property or liability insurance as a result of this MOU.

8. **Interagency Disputes.** Any disputes arising under this MOU shall be addressed through the following measures:

- a. Staff from the grieving agency shall provide written communication that identifies the conflict, proposed action, and a summary of factual, legal, and policy grounds.
- b. Staff from the receiving agency shall provide a written response, which includes proposed solutions to the conflict, within thirty (30) days of receipt of the notice of conflict.
- c. Upon resolution of the conflict, a joint written statement indicating the resolution will be developed and disseminated by a representative from each agency.
- d. Should further action be required, a report from each agency will be submitted to the appropriate agency heads for resolution.

9. **No Third-Party Beneficiaries.** This MOU should not be construed to create or confer any rights or obligations in or upon any third person or entity, including but not limited to IDEA-eligible incarcerated students or general education incarcerated students. This MOU is not intended to directly or substantially benefit a third party. There are no third-party beneficiaries to this Agreement and no third party is entitled to assert a claim against the Parties based upon this MOU. Nothing herein shall be construed as consent by an agency to be sued by third parties in any manner arising out of this or any contract.

10. **Notice.** When any Party desires to give notice to the other, unless otherwise provided herein, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To the District: Superintendent  
Guilford County Schools  
712 N. Eugene Street  
Greensboro, North Carolina 27401

With a copy to: Chief Financial Officer  
Guilford County Board of Education  
712 N. Eugene Street  
Greensboro, North Carolina 27401

To the County: Guilford County Manager  
P.O. Box 3427 (27402)  
301 West Market Street  
Greensboro, North Carolina 27401

With a copy to: Director, Guilford County Juvenile Detention Center  
15 Lockheed Court  
Greensboro, NC 27409

11. **General.**

- a. Expenses. The Parties to this MOU will bear their own respective expenses incurred in connection with the implementation and performance of this MOU.
- b. Recitals. The Parties agree that the foregoing Recitals are true and correct and such Recitals are incorporated herein by reference.
- c. Applicable Law. This MOU shall be governed and construed in accordance with the laws of the State of North Carolina, the rules and regulations of the North Carolina State Board of Education, and the policies, rules, and operating procedures of the District and the County. Any controversies or legal problems arising out of this MOU and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of Guilford County, North Carolina. Each Party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this agreement.
- d. Effective Date. This MOU is effective when the authorized signature of the administrators for each Party has been affixed to this document.



- e. Entire Agreement. This MOU contains the entire agreement between the Parties with respect to the provision of educational services IDEA-eligible incarcerated students and general education incarcerated students, and this MOU supersedes all prior agreements, discussions, negotiations, or understandings, whether written or oral, and whether previous or parallel to this MOU.
- f. Amendments. All amendments to this MOU shall be made in writing, with the express consent of all Parties, and signed by the authorized representatives of each Party.
- g. Duration. This MOU shall remain in full force until either Party confirms in writing that the MOU is no longer necessary or desirable. Either Party may terminate this MOU for any reason and without penalty upon thirty (30) days written notice to the other Party. If the County is the Party terminating the MOU, the Parties agree to cooperate in developing a subsequent MOU such that the District may meet its statutory obligations to IDEA-eligible incarcerated students. Regardless of whether this MOU is active, terminated, or in dispute, the Parties will cooperate such that there will be no delay in the provision of FAPE to IDEA-eligible incarcerated students.
- h. Waivers. The terms of this MOU may be waived only by a written instrument that is signed by the Party that is making the waiver.
  - i. A Party's delay in exercising any right, power, or privilege hereunder will not operate as a waiver thereof, nor will a Party's waiver of any such right, power, or privilege, nor any single or partial exercise of any such right, power, or privilege, preclude any further exercise thereof or the exercise of any other right, power, or privilege.
  - ii. A party's failure to exercise any right, power, or privilege hereunder will neither create nor allow to be created a standard of practice under this MOU.
- i. Binding Effect. This MOU will be binding upon and will inure to the benefit of the Parties and their respective permitted successors in interest.
- j. Force Majeure. Neither Party will be liable under this MOU for any loss or damage of any nature that is incurred as a result of any failure or delay in performance that is, in turn, caused by circumstances beyond its reasonable control. This includes, without limitation, any

failures or delays in performance caused by lack of available production facilities, strikes, lockouts, labor disputes, fires, acts of God, or the public enemy, riots, pandemics, interference by civil or military authorities, compliance with the laws, orders or policies of any governmental authority, delays in transit or delivery on the part of transportation companies, failures of communication facilities or sources of raw material, destruction of a Party's relevant facilities, or any other condition beyond a Party's reasonable control. This clause will not excuse, however, a Party's obligation to pay money due hereunder to the other nor extinguish any obligations owed among the Parties that arose prior to the event of *force majeure*.

- k. Preparation of Agreement. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- l. Compliance with Laws. Each Party shall comply with all applicable federal and state laws, codes, rules, policies, and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.
- m. Severability. In case any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, unlawful, unenforceable, or void in any respect, the invalidity, illegality, unenforceability or unlawful, or void nature of that provision shall not affect any other provision and this MOU shall be considered as if such invalid, illegal, unlawful, unenforceable, or void provision had never been included herein.
- n. Captions. The captions, paragraph numbers, headings, and other organizational marks appearing in this MOU are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of this MOU and shall not be construed to create a conflict with the provisions of this MOU.
- o. Authority. Each person signing this MOU on behalf of either party individually warrants that they have full legal power to execute this MOU on behalf of the Party for whom they are signing,

and to bind and obligate such Party with respect to all provisions contained in this MOU.

IN WITNESS WHEREOF, this MOU has been duly executed by the County and the District on this the 5th day of May, 2022.

**Guilford County,**

\_\_\_\_\_

By: Michael Halford \_\_\_\_\_  
Date

Title: County Manager \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Robin Keller, Clerk to Board Date

**The Guilford County Board of Education,**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_