MEMORANDUM OF UNDERSTANDING BETWEEN BURKE COUNTY, NORTH CAROLINA AND

WESTERN PIEDMONT COMMUNITY COLLEGE FOR TELECOMMUNICATOR EDUCATION AND WORKFORCE TRAINING

1. Purpose

The purpose of this MOU is to establish a cooperative agreement between Burke County Emergency Communications/9-1-1 ("Burke 9-1-1") and Western Piedmont Community College ("WPCC") to support instruction and workforce training for telecommunicator students. Under this agreement, Burke 9-1-1 will provide equipment and technology resources necessary to simulate a 9-1-1 communications environment at the College, while WPCC will provide instructional services, faculty oversight, program administration, and appropriate facilities to host the training program.

2. Term, Review, and Termination

This MOU shall become effective upon full execution by both parties and remain in effect until terminated.

- Duration: Indefinite, unless terminated by either party.
- Periodic Review: The parties shall review this MOU at least once every three (3) years, or sooner upon a material change in facilities, technology, funding, law, regulation, security requirements, or program scope.
- Termination: Either party may terminate this MOU with ninety (90) days' written notice.
- Temporary Suspension: Either party may suspend program activities immediately for safety, security, legal, or operational concerns, with prompt written notice and explanation.
- Amendments: Any modification must be in writing and signed by authorized representatives of both parties.

3. Responsibilities of Burke County Emergency Communications/9-1-1

Burke 9-1-1 agrees to:

1. Provide dispatch consoles, communications equipment, and related technology necessary to support telecommunicator instruction at WPCC.

2. Maintain County-provided equipment in working condition, including software updates, technical maintenance, and repairs, subject to funding, licensing, vendor support, and equipment lifecycle requirements.

3. Collaborate with College faculty and administrators to ensure the instructional setup reasonably reflects operational 9-1-1 environments.

4. Provide consultation and technical expertise, as needed, to support program success.

5. Retain ownership and control of County-provided equipment, credentials, configurations, and access to production public safety systems.

4. Responsibilities of Western Piedmont Community College

WPCC agrees to:

1. Provide qualified faculty and staff to deliver instruction and manage the telecommunicator training program.

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2. Remain responsible for student enrollment, academic administration, faculty supervision, instructional requirements, student conduct, and applicable educational compliance unless otherwise agreed to in writing.

3. Ensure the safety, security, and proper use of all County-provided equipment while located on College premises, including coordination with Burke 9-1-1 and designated WPCC IT staff to maintain secure electronic key-card access to the communications room and protect the physical security of the designated 9-1-1 training/backup environment.

4. Provide adequate classroom/lab space, including furnishings, HVAC, power, and other necessary utilities for the training environment.

5. Notify Burke 9-1-1 promptly of any damage, malfunction, loss, misuse, or security concern involving County-owned equipment or systems.

5. Information Security, Confidentiality, and Student Access

- Instructional use shall be conducted in a manner that prevents unauthorized access to production public safety systems, CJIS/NC DCI information, protected 9-1-1 information, credentials, recordings, or other restricted data. Network connectivity, segmentation, firewall requirements, cybersecurity controls, and technology changes affecting Burke 9-1-1 systems shall be coordinated with designated WPCC IT staff and Burke County IT.
- Students shall not access live CJIS/NC DCI, CAD, 9-1-1 records, recordings, production networks, or other restricted systems unless specifically authorized, appropriately credentialed, and permitted by applicable law, policy, and security requirements.
- Training accounts, simulated environments, sanitized data, or other approved safeguards shall be used where appropriate.
- WPCC and Burke 9-1-1 may establish additional confidentiality, acceptable-use, photography/screenshot, credential, and security requirements through program procedures or student acknowledgments.
- Any suspected unauthorized access, disclosure, misuse, or cybersecurity incident involving County systems or information shall be reported immediately to designated Burke 9-1-1 and WPCC contacts.

6. Backup PSAP Operational Priority

The parties acknowledge that facilities and equipment designated as the “Burke County 911 Communications Backup Center” are vital to the Telecommunicator Training Program and also serve an emergency operational function.

Backup PSAP operations shall take priority over instructional use. Upon activation or anticipated activation of the Backup PSAP, instructional activities within the designated operational area shall immediately cease or relocate at the direction of Burke 9-1-1. Burke 9-1-1 shall not be required to obtain prior College approval before assuming operational use of the Backup PSAP.

The parties acknowledge that the separate MOU governing the Backup PSAP controls emergency operational use. In the event of a conflict between instructional use under this MOU and emergency operational requirements under the Backup PSAP MOU, the operational requirements of the Backup PSAP shall control.

7. Program Coordination and Joint Responsibilities

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- Each party shall designate a primary program coordinator/Point of Contact (POC) to coordinate scheduling, curriculum alignment, equipment needs, security matters, routine program changes, and operational issues.
- Collaborate to ensure the Telecommunicator Training Program supports Burke 9-1-1 employer and workforce-development needs while preserving WPCC's responsibility for academic administration.
- Coordinate planned instructional use of Backup PSAP equipment so that training does not impair readiness for emergency activation.
- Review material equipment, facility, security, or program changes through the designated POCs before implementation when those changes could affect the other party.

8. Employment and Student Status

Participation in or successful completion of the Telecommunicator Training Program does not guarantee employment with Burke County. Any person seeking employment with Burke County remains subject to the County's established application, selection, background investigation, certification, testing, eligibility, and hiring requirements.

Students participating in the WPCC program are not employees, agents, or representatives of Burke County solely by virtue of their participation in the program.

9. Equipment Ownership and Disposition

All equipment purchased or provided by Burke County, including equipment purchased with North Carolina 911 Board funding or other grant funding, shall remain the property of Burke County or the applicable funding entity and shall not become property of WPCC by virtue of installation or instructional use.

Upon termination of this MOU, Burke County shall have the right to remove County-owned equipment, subject to reasonable coordination with WPCC regarding access and any mutually agreed restoration of the affected space.

10. Liability, Insurance, and Indemnification

Each party shall be responsible for its own acts, omissions, employees, faculty, staff, and agents, as applicable.

- Both parties shall maintain appropriate insurance or self-insurance as required by law.
- To the extent permitted by North Carolina law, each party shall hold the other harmless for claims arising from its own negligence or willful misconduct.

11. Relationship of Parties

The parties are independent entities. Nothing in this MOU shall be construed to create a partnership, joint venture, agency, or employment relationship.

12. Entire Agreement

This document constitutes the entire understanding between the parties regarding the subject matter and supersedes prior agreements or communications related to this subject matter, except that the parties' separate Backup PSAP MOU remains independently effective and governs emergency operational use of the designated Backup PSAP.

Signatures

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Burke County, North Carolina

By: _____ Date: _____

Name/Title: _____

Burke County Emergency Communications/9-1-1

By: _____ Date: _____

Name/Title: _____

Western Piedmont Community College

By: _____ Date: _____

Name/Title: Dr. Joel Welch / President

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