



Becoming the Model of **Urban Education**

1.22.21 – School Resource Officer Proposal

Dr. Ahart, Superintendent
Board of Directors

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Executive Summary

Over the past several months, Des Moines Public Schools (DMPS) has thoroughly investigated the School Resource Officer (SRO) program, a joint agreement between DMPS and Des Moines Police Department (DMPD). The SRO program has been in place for well over a decade, during which, many community, societal, and District changes have occurred. The investigation process included feedback from multiple students groups, community forums, community organizations, anti-racist town hall meetings, and perspective based surveys representing almost 90% of stakeholders. In addition, DMPS examined historical arrest data, referral data, and the SRO program model.

At this time, DMPD and DMPS have agreed to terminate the current agreement and the SRO program as a whole. To be clear, this does not mean DMPS and DMPD are not continuing to work together to create the safest school environment possible. In addition, DMPS will continue to rely on law enforcement when appropriate to help create safe learning environments. This decision is based on perspective-based survey data (students, staff and parents), data generated from the SRO program, and DMPS movement towards becoming the “Model for Urban Education” and living our truth as an anti-racist organization. When analyzing the data from the SRO program, students of color, specifically Black students, are extremely marginalized with significantly more interaction with SROs, which has led to almost six times more arrests than white peers.

In addition to involvement with SRO data, the perspective based data from students, staff and parents can be described as lukewarm at best. Parents were the most favorable, with 66% of parents positively responding to the importance of SROs in school. Students (6-12) had a 53% positive response rate to SROs in general and with only 42% responding positively to the question “How helpful is it to have a school resource officer at your school?” Narrowing to High School students, only 38% responded positively to the same question. Lastly, staff responded with 33% positively to the question “How important is it to have a school resource officer in your building?”

The decision to remove SROs does not represent less safety in schools. On the contrary, DMPS will reinvest the dollars associated with the SRO program into building better and more robust systems of support, to ensure a safe and community centered learning environment. DMPS will focus on dramatically increasing the number of staff members and community members present in schools with the skill set to provide safety, mitigate dangerous situations, and build and restore relationships. The reinvestment will be in ordinance with Board Limitation 2.10, specifically demanding integrated services specifically designed to support student and staff social and emotional wellbeing. Lastly, DMPS will dramatically increase the input and decision-making students, families and community members have within each school.

<p>Prepare</p>	<ul style="list-style-type: none"> • Reviewed DMPS referral data around student behavior, arrests, and use of SROs (attached) • Reviewed student perspective data around safety (attached) • Reviewed SRO contract / Memorandum of Understanding (attached) • Answered to the best of our knowledge the Board of Directors questions (attached) • Gathered formal and informal feedback from community members, community partners, Staff, and Students • Reviewed SRO implementation Rubric (SECUREe – Attached) - <i>US Department of Education and Justice (DOJ) 2016</i> • Reviewed “A Framework for Safe and Successful Schools” (Attached) – <i>National Association of School Resources Officers (NASRO) is 1/6 Authoring Organizations -2013</i> • Reviewed the NASRO professional development series (attached) • Reviewed exemplar MOUs from other schools districts (Example included from Denver Public Schools)
<p>Phase 1 – Immediate</p>	<ul style="list-style-type: none"> • Removal SROs from Middle Schools (4) <ul style="list-style-type: none"> ○ Removal SROs from all High Schools for FY21 (6) • Create guidance for building administration regarding when to involve DMPD in student behavioral issues (Example Provided) • Divert any funding to support the integrated services works (Student Supports) • Move SROs under student and family services to ensure coordination with student supports / integrated services work • Measure student, family, school staff and community experience of school safety and law enforcement presences on campus <ul style="list-style-type: none"> ○ Family Survey Nov. 23rd – Dec. 4th (align with learning model selection. Potential Questions attached) ○ Student and Staff Survey Nov. 30th – Dec. 11th (Normal SEL survey window. Potential Questions attached)
<p>Phase 2 – January 1st, 2021</p>	<ul style="list-style-type: none"> • Review stakeholder feedback and determine if the SRO program should continue • Create staffing plan from diverted SRO funds (\$750,000) • Work with DMPD to determine procedures and process for use of Law Enforcement with and within Schools • Work with building administration and staff to align and ensure proper training for current and new staff members • Continue to collaborate with DMPS Public Safety to ensure roles and responsibilities • Continue to collaborate with DMPS Activities Team to address gaps
<p>Phase 3 – May 1st, 2021</p>	<ul style="list-style-type: none"> • Prepare a new sharing agreement for DMPD • Implement training plan for new staff <ul style="list-style-type: none"> • Restorative Practice • Crisis and Prevention Intervention (De-escalation, restraint and seclusion) • School safety • Train school teams and building administration on DMPS School Safety Framework <ul style="list-style-type: none"> • Prevention /Mitigation • Preparedness / Planning • Response • Recovery

Event Name	2015	2016	2017	2018	2019	2020	Grand Total
Level I - Inappropriate Language		1		1		1	3
Level I - Minor Defiance				3		2	5
Level I - Minor Disruption/Out of Area		3	1	1	2	4	11
Level I - Property/Technology Misuse				1			1
Level II - Abusive Language			2	4	6	3	15
Level II - Excessive Tardy						1	1
Level II - Major Defiance/Disruption		14	15	23	10	13	75
Level II - Major Physical Contact		1	2	12	10	11	36
Level II - Major Property/Technology Misuse		6	3	4	4	7	24
Level II - Minor Physical Contact		7					7
Level II - Other	1	3					4
Level II - Out of Bounds		6	21	9	6	7	49
Level II-Administrative Intervention	86						86
Level III - Drug/Alcohol Related		19	48	36	32	32	167
Level III - Extreme Defiance/Disruption		19	30	25	17	19	110
Level III - Illegal Organization		1					1
Level III - Other		3					3
Level III - Physical Aggression		43	59	82	78	44	306
Level III - Possession of Dangerous Materials		10	20	13	10	5	58
Level III - Theft		6	14	11	10	7	48
Level III - Threat or Intimidation		15	17	15	23	19	89
Level III - Truancy/Elopement		4	4	8	7	2	25
Level III-Suspension/Optional AEP	123						123
Level I-Teacher Intervention	12						12
Level IV	3						3
Level IV - Arson			1		1		2
Level IV - Assault		6	7	5	12	8	38
Level IV - Distribution of Controlled Substance		1	4	3	4	3	15
Level IV - Fire Arm/Dangerous Weapon		3	5	6	6		20
Level IV - Threat with a weapon		1	4	2	2	1	10
Level IV-Assault	3						3
Level IV-Possession/Intent to Distribute	4						4
Level IV-Theft	2						2
Level IV-Threat with Weapon	3						3
zBullying/Harassment - Interfered with performance					1		1
zBullying/Harassment - Reasonable fear of Harm			2	1		1	4
(blank) – Category not assigned			6	28	24	25	83
Grand Total	237	172	265	293	265	215	1447

Gender	Race / Ethnicity	2015	2016	2017	2018	2019	2020	Grand Total
F	African American	29	23	27	46	42	32	199
	American Indian				1			1
	Asian	1		1			1	3
	Hispanic	14	5	16	23	19	14	91
	Multi-Racial	6	5	6	17	8	8	50
	White	28	20	25	32	15	22	142
F Total		78	53	75	119	84	77	486
M	African American	51	35	60	70	73	52	341
	American Indian	2	6	1			2	11
	Asian	7	6	4	2	2	4	25
	Hispanic	33	11	35	29	29	30	167
	Multi-Racial	12	12	17	8	15	14	78
	White	54	49	73	65	62	36	339
M Total		159	119	190	174	181	138	961
Grand Total		237	172	265	293	265	215	1447

	2015	2016	2017	2018	2019	2020	Grand Total
SPED	102	58	102	151	120	90	623
Non-SPED	135	114	163	142	145	125	824
Grand Total	237	172	265	293	265	215	1447

ELL	2015	2016	2017	2018	2019	2020	Grand Total
Exited LEP	14	7	11	4	10	17	63
LEP	40	22	44	40	39	27	212
Not LEP	1	1	1	3	3	3	12
Non-ELL	182	142	209	246	213	168	1160
Grand Total	237	172	265	293	265	215	1447

DMPD Calls and Arrests Data- FY2018 – FY2020

	High School		Middle School		Calls	Arrests
	Calls	Arrests	Calls	Arrests		
2018	469	208	252	53		
2019	671	174	680	140		
2020	214	51	251	28		
Grand Total	1354	433	1183	221	2,537	654

School Safety

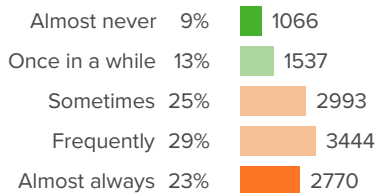
Your average

47%

11,862 responses

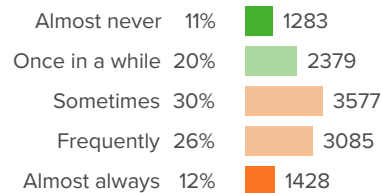
How did people respond?

Q.1: How often are people disrespectful to others at your school?



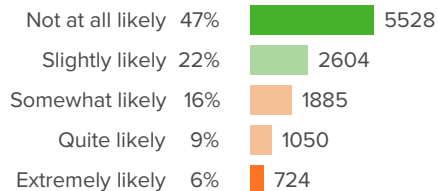
Favorable: **22%**

Q.2: How often do students get into physical fights at your school?



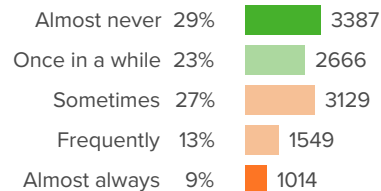
Favorable: **31%**

Q.3: How likely is it that someone from your school will bully you online?



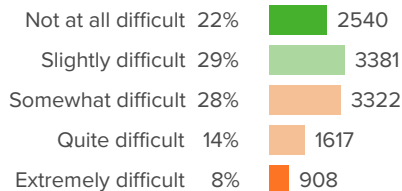
Favorable: **69%**

Q.4: How often do you worry about violence at your school?



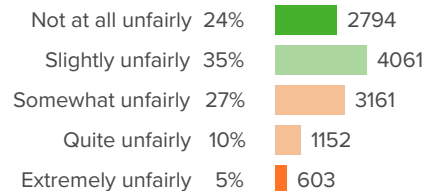
Favorable: **52%**

Q.5: If a student is bullied in school, how difficult is it for him/her to get help from an adult?



Favorable: **50%**

Q.6: At your school, how unfairly do the adults treat the students?



Favorable: **58%**

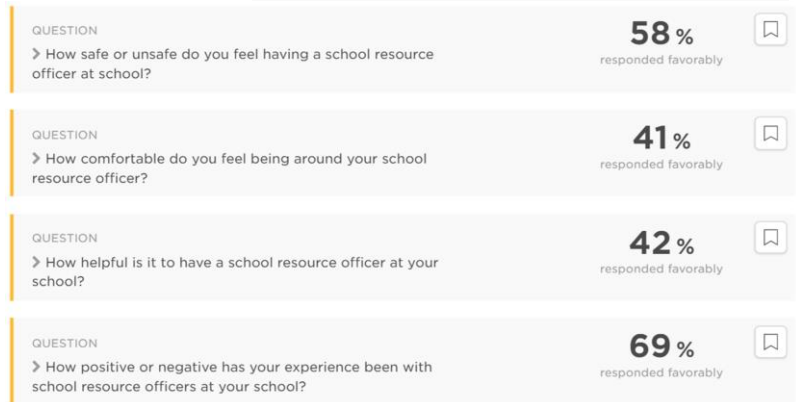
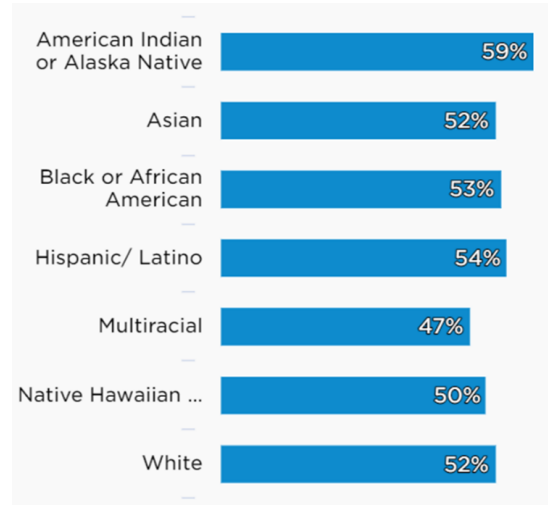
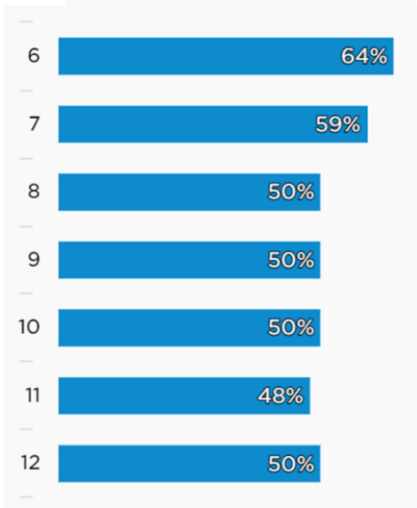
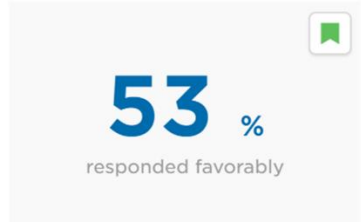
SRO Data – All Staff / Students (6-12)

Students:

School Resource Officer

Based on 12,008 responses

What are the results for this topic?

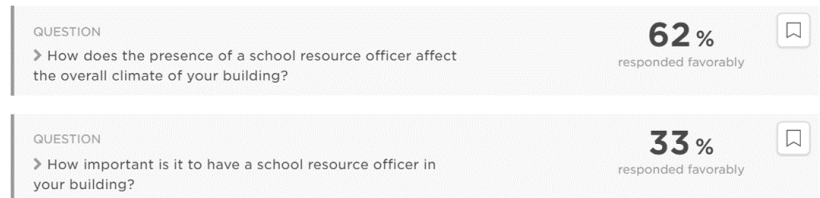
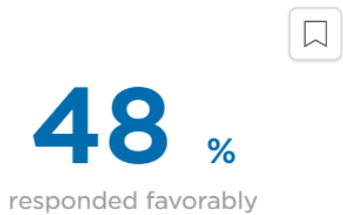


Staff

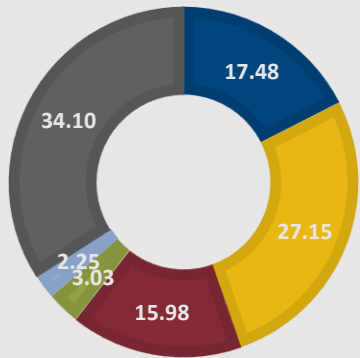
School Resource Officer

Based on 2,774 responses

What are the results for this topic?

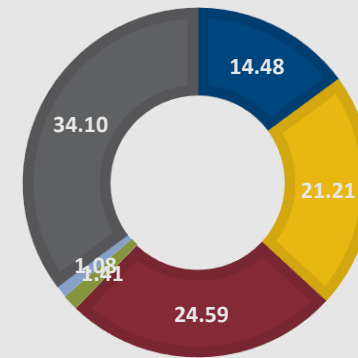


HOW DOES THE PRESENCE OF POLICE/SRO AFFECT THE OVERALL CLIMATE OF YOUR CHILD'S SCHOOL?



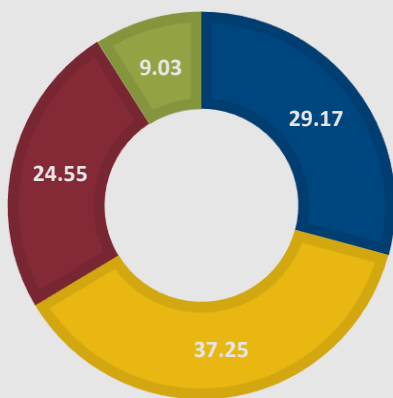
- Very Positive
- Positive
- Neither Negative or Positive
- Negative
- Very Negative
- I don't know/No SRO

HOW POSITIVE OR NEGATIVE HAS YOUR EXPERIENCE BEEN WITH SROS AT YOUR SCHOOL?



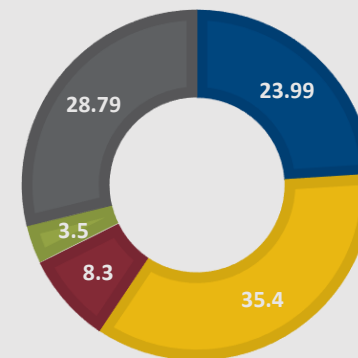
- Very Positive
- Positive
- Neither Negative or Positive
- Negative
- Very Negative
- I don't know/No SRO

HOW IMPORTANT IS IT TO HAVE A SRO AT YOUR CHILD'S SCHOOL?



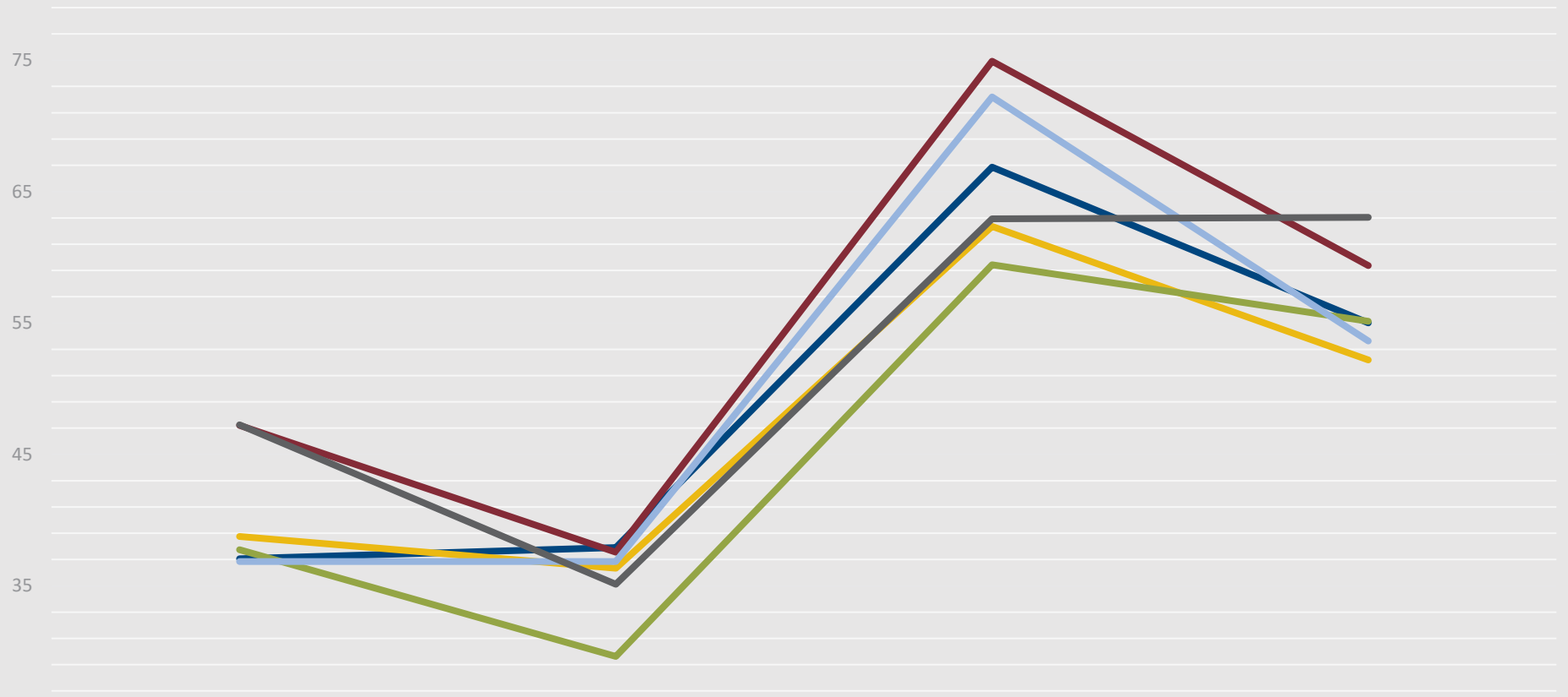
- Very Important
- Important
- Somewhat Important
- Not at all important

HOW COMFORTABLE DOES YOUR CHILD FEEL AROUND SROS ON CAMPUS?



- Very Comfortable
- Comfortable
- Somewhat comfortable
- Not at all comfortable
- I don't know/ No SRO

Overall Positive Response Trend



	Overall Climate	Experience w/ SRO	Important	Comfortable
Asian	37.06	37.92	66.86	55.01
Black	38.75	36.34	62.35	52.18
Latino	47.21	37.56	74.92	59.37
Multi	37.75	29.63	59.43	55.14
Native	36.85	36.85	72.2	53.63
White	47.25	35.12	62.93	63.04

Date AUG - 5 2019

Agenda Item 63

Roll Call # 19-1256

**AMENDMENT TO 28E AGREEMENT BETWEEN THE DES MOINES
INDEPENDENT COMMUNITY SCHOOL DISTRICT AND
THE CITY OF DES MOINES, IOWA
FOR SCHOOL RESOURCE OFFICER PROGRAM**

This Amendment is made between the DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT (hereinafter referred as "District") and the CITY OF DES MOINES, IOWA (hereinafter referred to as "City"), and amends the 28E Agreement between the District and the City which was authorized by the Des Moines City Council and entered into on October 12, 2015 by Roll Call No. 15-1707, Agenda Item No. 34 (hereinafter referred to as "agreement").

WHEREAS, the agreement was filed for recording with the Secretary of the State of Iowa on October 15, 2015 and expires per the agreement terms on June 30, 2021;

WHEREAS, under Article I of the agreement at the "Assignment" section the agreement assigns two (2) SRO's to the District's middle schools and six (6) SRO's to the District's high schools.

WHEREAS, the District and the City agree to add two (2) more SRO's to be assigned to the District's middle schools at a 50% cost sharing for each party.

WHEREAS, the District and the City agree to amend Article VI to provide for 50% costs sharing starting in fiscal year 2020 beginning July 1, 2019.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in the agreement the parties agree to amend the agreement as follows:

A. The agreement is amended by striking the original paragraphs 1. and 2. under "ARTICLE I - Assignment" and adding the following paragraphs in their place:

1. SRO's will be assigned to schools cooperatively by the Des Moines Public Schools and the Des Moines Police Department. A total of four (4) SROs will be assigned to the district for use in the District's middle schools. A total of six (6) SRO's will be assigned to the District for use in the following high schools:

East High School
Hoover High School
Lincoln High School
North High School
Roosevelt High School
Central Campus

2. Each of the six (6) high school SROs shall be assigned to a school on a full-time basis during those hours that the school is in session, The SRO shall be on campus from 1/2 hour prior to the start of class until 1/2 hour after classes are dismissed. During their daily tour of duty, the SRO may be off campus performing such tasks as may be required by their assignments.

3. The four (4) middle school SROs shall respond to calls at the nine middle schools excluding Meredith Middle School as necessary. The SRO assigned to Hoover High School will also be assigned to Meredith Middle School. The four (4) middle school SROs will be assigned to the other nine middle schools cooperatively by the District and the Des Moines Police Department. When not responding to calls, the SROs shall work with administrators and students in the various assigned buildings on a flexible and as needed/directed basis.

B. ARTICLE VI of the agreement entitled “Financing of the School Resource Officer Program,” is amended by replacing the cost sharing table as follows:

Fiscal Year	City’s Share	District’s Share
2016	40%	60%
2017	40%	60%
2018	40%	60%
2019	40%	60%
2020	50%	50%
2021	50%	50%

The District and the City also agree that the clause under ARTICLE VI stating, “If the District wishes to add positions to the program, the District will pay one hundred percent (100%) of the costs of the additional positions,” will not be applied to the two additional SROs added under Section A of this amendment and the parties will each pay 50% of the costs instead for the duration of this agreement.

C. Except as amended hereby, the agreement including all attachments and exhibits thereto shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the agreement to be executed by their duly authorized representatives with an effective date beginning July 1, 2019. Within 30 days of execution, this amendment shall be filed by the City with the Secretary of the State of Iowa pursuant to Iowa Code section 28E.8.

DES MOINES INDEPENDENT COMMUNITY
SCHOOL DISTRICT

By: [Signature]
~~Terece Caldwell Johnson~~
School Board Chair *Cindy Elsbernd*

CITY OF DES MOINES

By: [Signature]
T.M. Franklin Cowrie, Mayor

Attest: [Signature]
Diane Rauh, City Clerk

Approved as to form:

[Signature]
Douglas P. Philip
Assistant City Attorney

STATE OF IOWA, COUNTY OF POLK, ss:

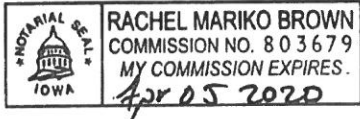
On this 13 day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared ~~Terece Caldwell Johnson~~ *Cindy Elsbernd*, to me personally known, who being by me duly sworn, did say that she is the Des Moines Independent Community School District Board Chair executing the foregoing instrument, that said instrument was signed on behalf of the District by authority of its Board; and that she as Chair acknowledges the execution of the foregoing instrument to be the voluntary act and deed of the District, by it and by her voluntarily executed.

[Signature]
Notary Public in the State of Iowa



STATE OF IOWA, COUNTY OF POLK, ss

On this 5th day of August, 2019, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared T.M. Franklin Cownie and Diane Rauh, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the City of Des Moines, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of said municipality, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the resolution and Roll Call No. 19-1256 adopted by the City Council on the 5th day of August, 2019, and that T.M. Franklin Cownie and Diane Rauh acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the municipal corporation, by it voluntarily executed.



Rachel Mariko Brown
Notary Public in the State of Iowa

RECORDED

SRO Questions

1. Describe the transformation and use of SROs during the past ten years.
 - The past 10 years, DMPS has contracted with DMPD for 9 SROs. In FY20, the contract was updated to increase the number of SROs to 11, and to update the cost sharing from 60-40%, to 50-50%. Over the past 3 years, DMPS has worked closely with the SROS to ensure roles and responsibilities are established, which resulted in an annual professional development day with all DMPS Secondary Administration and SROs.
2. Disaggregated data for students referred to SROs: (include longitudinal data for reference)
 - See data sheet within the proposal
3. What were the reasons for SRO involvement? -
 - a. Identify the behaviors that qualify for SRO involvement.
 - See data sheet within the proposal
4. What were the outcomes for incidents with SRO involvement?
 - a. Provide a time period, such as 3 years or 5 years
 - b. Look at % of SRO involvement in incidents
 - c. Were reports written?
 - d. If police department notified, which incidents qualified for this level of intervention?
 - e. Were responses by SRO or uniformed Police Officer?
 - f. How many resulted in formal charged to police department?
 - g. Was there a restorative justice response – if so how many cases?
 - Data has been requested from DMPD
5. What are the numbers of recidivism with youth engaging with SROs – if available?
 - Not able to calculate
6. What is the professional development plan for the SROs? Who is responsible for training?
 - DMPD is responsible for ongoing professional development of SROs. All SROs have completed the basic NASRO course prior to being placed within a school. SROs have annual training provided by NASRO. All SROs also complete advanced NASRO course after their first year of services. In addition, DMPS District administration provide professional development annual to all SROs and Building administration regarding safety and security protocols and practices.
7. How is the District responding to Management Limitation 2.1: “Superintendent shall not: cause conditions or allow environments that contribute to the school to prison pipeline including the employ of School Resource Officers (SROs) within a professional development structure reflective of the District’s Equity Plan.”

- See above. The NASRO trainings and outcomes are provided in the proposal.
8. What is the training for staff to understand the use of the SROs in the buildings? To include understanding the discipline policies within buildings and student code of conduct.
- Annually, all building administration complete a training regarding safety and security protocols and procedures. Building administration then provide information to building staff.
9. How often are SROs called to a classroom to manage an issue that does not fall within their scope of practice?
- We have no data to support that SROs have been involved in incidents outside of their scope of their work.
10. What is the view of SROs from the building leadership/student/family perspective?
- We do not have any specific quantitative data available to respond to this question. We have hosted several feedback sessions with secondary administration and they have overwhelmingly voiced their support of SROs. In addition, administration emphasized the positive impact SROs have on their specific campus.
11. Have complaints against SROs been received by the District? If so, what patterns were found? i.e. were there certain SROs with complaints; lack of training for SROs; reason for complaint.
- The district does not have any data indicating complaints have been made about SROs. A request has been made to DMPD to provide data regarding any SRO complaints.
12. What is the average length of placement for an SRO within a building? This relates to SRO turnover. Is there a difference with SRO supervisors too?
- According to DMPD, the average stay of SROs is 6+ years.
13. To verify – the cost of SROs for 2nd half of SFY20 was \$600,000. Could it be assumed the total annual cost for SROs is \$1.2 million? This total cost is split 50/50 by DMPS and City of Des Moines. How are these costs broken down – all staffing costs or are costs allocated to administrative expenses? This would identify the cost per SRO as \$120,000 – is this accurate?
- Below is the breakdown of payment over the past 10 years.
 - FY20 = \$599,567.01 – 11 SRO – Estimated full year cost = \$725,000
 - FY19 = \$707,543.39 – 9 SRO (60/40 Split)
 - FY18 = \$651,663.07 – 9 SRO (60/40 Split)
 - FY17 = \$678,187.51 – 9 SRO (60/40 Split)
 - FY16 = \$683,754.41 – 9 SRO (60/40 Split)
 - FY15 = \$753,957.77 – 9 SRO (60/40 Split)
 - FY14 = \$717,934.62 – 9 SRO (60/40 Split)
 - FY13 = \$663,947.19 – 9 SRO (60/40 Split)
 - FY12 = \$613,305.40 – 9 SRO (60/40 Split)

- FY11 = \$585,896.83 – 9 SRO (60/40 Split)
 - Estimated annual cost of 1 SRO is 138,736 = the district pays 50% or 69,368
 - Estimated annual cost of 1 SRO supervisor is \$162,864 = the district pays 50% or 81,432
 - Estimated annual cost of 10 SROs and 1 supervisor = \$1,631,424 @50% = \$812,712
 - The cost includes a split of the full cost of the SRO, which includes salary and benefits. This does not include the direct costs of the SRO such as training requirements, consumables, and equipment or administrative costs.
14. Have we talked to DMPD about placing non-uniformed and unarmed police in buildings? What are their thoughts?
- We have briefly discussed this idea, DMPD would prefer to have officers in uniform. However, it is up for consideration and not something DMPD is outright opposed to.
15. What is the average response time of officers from outside of building? When multiple cops arrive, are their extras other SROs, or are they from the general pool?
- Generally, when SROs are in schools and additional officers are needed, those officers come almost exclusively from patrol. Rarely have other SROs left their school to assist another school. This has only occurred after school hours, or when DMPS knows of a specific event occurring where the chance of a large group of students from multiple schools could gather.
 - In the absence of SROs, the schools would be placed in the call queue and would be responded to based on the level of the threat, and the number of other calls occurring during that time. DMPD was unable to give a specific time frame, as there are too many variables.
16. How does each officer end up assigned to a building? I know they are appointed by chief or whatever, but do the officers volunteer? Are they just placed? Is this a popular position among cops (i.e. do they want to be here or are they itching to get back on the streets)?
- SRO positions are filled by Police Officers who bid for the position or shift. According to DMPD, once a year, Police Officers bid for their shift within the force. This bidding occurs for all open positions. Placement within the positions is based on a number of factors including experience, temperament, training, seniority, and record. According to DMPD, SRO positions are highly sought after positions and have many Officers applying for the position. Many Officers see the SRO position as a community based approach to policing, and choose to be an SRO because of the emphasis on community building and positive relationships. SROs are interviewed by DMPD supervisors and DMPS building administration. Together, SROs are selected and placed within the designated schools.
17. Are there any ramifications beyond longer wait time (financial, etc.) to breaking our contract early?
- Financially, no. The contract is currently suspended. Longer wait time is one of the many variable ramifications that are difficult to discern.

- Recently, mid-October, an Officer was needed at one of DMPS high schools to help a student who was assaulted in the parking lot. The officer who responded was not an SRO and did not have any relationship or connection to the school. The building Principal reported that Officer was not welcoming, cooperative nor helpful in this situation. The Principal emphasized that this type of response would never occur with an SRO. SROs know the students, families and staff at each school. SROs understand the system within the schools and know how to approach students and adults within the school.
- In addition to longer wait times, other ramifications may be: Lack of positive interaction with DMPD Police and students, low or no relationship with students, staff and community members, low or no communication with DMPD regarding out of school incidents, that can affect the safety of in school students (such as no trespass and no contact orders, violation of probation, active warrants), no immediate response for life threatening events such as possession of a deadly weapon or active shooter threats, DMPD support at DMPD after school events and activities by Officers who are unfamiliar with the community, no support in confiscation of illegal substances, no support for students or staff who may be victims of crime or violations of the law

18. What is the plan to receive input regarding the SRO involvement in buildings via the student voice?

- We will include SRO specific questions during our normal SEL assessment window (Nov. 30th – Dec. 11th). The questions can be found in the proposal. In addition, Staff and Parents will also be surveyed regarding the use of SROs in school. This data will be used to determine next steps with the SRO program.
- Once the data has been collected, a task force will be assembled to determine how the SRO program should move forward, following the SECURE rubric and guidelines.

Local Implementation Rubric

What is the SECURE Local Implementation Rubric?

The U.S. Departments of Education (ED) and Justice (DOJ) have designed the **SECURE Local Implementation Rubric** to help **school districts, schools, and law enforcement agencies** determine the type of school-police partnership that will be most effective in their community and, where appropriate, to incorporate school-based law enforcement officers, commonly referred to as school resource officers (SROs), into the school learning environment. This rubric includes **five suggested action steps** to ensure safe school-based enforcement through collaboration, understanding, and respect within a community's schools. Each action step below is based on research and evidence and reflects examples of existing school and law enforcement partnerships across the country.

How do school districts and local law enforcement agencies use the SECURE Local Implementation Rubric?

Jurisdictions can use the **Checklist to Start** for implementing *new* school-police partnerships; *or*, if they have a school-police partnership, as a checklist to assess their existing program. The **Checklist to Improve** is for improving *existing* partnerships for responsible and innovative school safety management practices that include the presence of SROs in schools. The **Checklist to Improve** can also be used by jurisdictions with *new* school-police partnerships after they complete the steps in the **Checklist to Start**.

Who should use the SECURE Local Implementation Rubric?

This SECURE Rubric can be used by the school district and local law enforcement officials (including sheriffs, deputies, heads of policy departments, SRO chiefs, and organizations representing SROs) responsible for crafting, implementing, evaluating, and improving memoranda of understanding (MOUs) that explicitly articulate the role of law enforcement and school resource officers (SROs) in schools. As appropriate, this rubric may be of assistance to local school board members, superintendents, assistant superintendents, principals, and vice/assistant principals.

What are the SECURE Rubric Action Steps?

The **SECURE Rubric** includes five common-sense action steps that can help ensure that SROs are incorporated responsibly into school learning environments. These action steps are:

1. Create sustainable partnerships and formalize MOUs among school districts, local law enforcement agencies,¹ juvenile justice entities, and civil rights and community stakeholders.
2. Ensure that MOUs meet constitutional and statutory civil rights requirements.²
3. Recruit and hire effective SROs and school personnel.
4. Keep your SROs and school personnel well trained.
5. Continually evaluate SROs and school personnel, and recognize good performance.



Local Implementation Rubric

Disclaimer

This rubric is not an endorsement of any law or written agreement. These action steps and recommended activities are provided for the user's convenience and do not necessarily reflect the positions or policies of ED or DOJ. Neither ED nor DOJ controls or guarantees the accuracy, relevance, timeliness, or completeness of any outside information. All school district and law enforcement officials and policymakers should also seek independent guidance to ensure that any proposed legislation or policy is consistent with all applicable Federal and State laws.

¹These entities include those representing judges, prosecutors, public defenders and civil legal aid partners, probation officers, and relevant social service agencies.

²Including Federal, State, and local prohibitions on discrimination on the basis of race, color, national origin, language status, religion, sex, sexual orientation, and disability; on the use of excessive force; and on improper searches, seizures, or interrogations.



Local Implementation Rubric – Action Step #1

CHECKLIST TO START

ACTION STEP

Use the following checklists when implementing new school-law enforcement partnerships.

CHECKLIST TO IMPROVE

Use the following checklists when improving existing school-law enforcement partnerships.

Create sustainable partnerships and formalize MOUs among school districts, local law enforcement agencies, juvenile justice entities, and civil rights and community stakeholders.

- Measure student, family, school staff, and community experience of school safety and law enforcement presence to gauge your starting place.
 - Consider available data on discipline incidents, ticketing, arrests, and school perception.
 - Use relevant data from mandated collections, including state and district accountability data as well as the US Department of Education’s Civil Rights Data Collection.
- Find resources on best practices for school-law enforcement partnerships.
- Draft an MOU together with stakeholder groups to develop a sustainable and regularly-reviewed partnership:
 - Collect and adapt exemplar MOUs from existing school-law enforcement partnerships from across the country to suit local needs.
 - Make language applicable and accessible to all audiences (including students, families, school staff).
 - Include language that explicitly prohibits SROs from involvement in enforcing school codes of conduct or engaging school discipline, and clarify their role to ensure safety and security.
 - Identify needs and local concerns in the MOU as demonstrated by local data.

- Use data to assess the effectiveness of existing partnerships and MOUs.
 - Consider available disaggregated data on discipline incidents, ticketing, arrests, and school perception, as well as number and percentage of sworn legal officers in schools.
 - Use relevant data from mandated collections, including state and district accountability data as well as the US Department of Education’s Civil Rights Data Collection.
- Establish a regular timeline to evaluate and revise MOUs to reflect changes in local needs and concerns:
 - Involve school administrators, educators, local law enforcement, students, parents and families, and other stakeholders during MOU revision process.
 - Share MOUs with colleagues in other communities for feedback and information on best practices.
 - Share MOUs with State and local officials to inform policy related to SROs in schools.
 - Provide school administrators and SROs with up-to-date copies of MOU agreements and discuss implementation strategies within the context of school environments.



Local Implementation Rubric – Action Step #2

CHECKLIST TO START

CHECKLIST TO IMPROVE

ACTION STEP

Use the following checklists when implementing new school-law enforcement partnerships.

Use the following checklists when improving existing school-law enforcement partnerships.

Ensure that MOUs meet constitutional and statutory civil rights requirements.

- Incorporate Federal and State constitutional requirements, including legal requirements relating to searches, seizures, uses of force, and interrogations.
- Incorporate the requirements of Federal, State, and local civil rights statutes, including those prohibiting race, color, national origin, language status, disability, religion, and sex discrimination.
- Gather, organize, and present data on law enforcement practices (including searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, alleged student misconduct leading to law enforcement practices, etc.).³
- Disaggregate the data by race, ethnicity, age, sex, type of offense, English learner (EL) status, and disability status.
- Include a mechanism to receive complaints about discrimination and other input from parents and students, and to gather information about the complainants' race, age, sex, EL status, and disability status.

- Establish a process for regularly collecting and analyzing data (including searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, alleged student misconduct leading to law enforcement practices, etc.).
- Use this data to regularly evaluate and revise policies if information indicates that a school-based law enforcement program is being carried out in a manner that is inconsistent with Federal and State constitutions, civil rights laws, and applicable privacy laws.
- Involve stakeholder groups to design and implement a plan of action to address constitutional, privacy, or civil rights-related concerns.

³ Refer to U.S. Department of Education, FERPA Frequently Asked Questions: "[Sharing information with School Law Enforcement Units and School Resource Officers.](#)"



Local Implementation Rubric – Action Step #3

CHECKLIST TO START

CHECKLIST TO IMPROVE

ACTION STEP

Use the following checklists when implementing new school-law enforcement partnerships.

Use the following checklists when improving existing school-law enforcement partnerships.

Recruit and hire effective SROs and school personnel.

- Draft and publish hiring guidelines for SROs with input from students, parents and families, and community stakeholders, potentially including the following:
 - Ability to work effectively with students, parents, teachers, and school administrators
 - An understanding of the importance of diversion programs and alternatives to arrest
 - Respect for youth and families of all backgrounds and cultures
 - An understanding of developmentally appropriate, trauma-informed practices for interacting with youth
 - Consideration of the applicant’s past discipline and legal history
 - Strong interpersonal communication skills
 - Strong public speaking ability
 - Effective law-related teaching and mentoring skills
 - Minimum years of experience
 - An interest in promoting and enriching the lives of youth
 - Knowledge of the specific needs and local concerns of the community
- Include interviews by school staff, students, parents and families, community stakeholders, and youth development experts.

- Establish a regular timeline to review and update SRO hiring guidelines.
- Maintain an onboarding / training program for new SROs in which they are mentored by experienced SROs on topics including:
 - Constitutional and civil rights
 - Childhood and adolescent development
 - Age-appropriate responses to student conduct
 - Disability and special education issues
 - Conflict resolution and de-escalation techniques
 - Bias-free policing, including implicit bias and cultural competence
 - Responses to trauma
 - Restorative justice techniques
 - Interacting with specific student groups such as those with disabilities or limited English proficiency or who are lesbian, gay, bisexual, or transgender (LGBT)
- Regularly review performance using SRO-specific rating instruments to ensure a good fit between SROs and particular schools.



Local Implementation Rubric – Action Step #4

CHECKLIST TO START

ACTION STEP

Use the following checklists when implementing new school-law enforcement partnerships.

- Include language in the MOU on ongoing training needs and plans for both SROs and school staff, and incorporate joint training of SROs and school staff as appropriate.
- Develop an ongoing training and refresh program that covers the topics listed in the onboarding training list in step #3.
 - Other topics can include: use of force that reflects differences in strength and physical vulnerabilities of youth, limited appropriate use of handcuffs in a school setting, consequences of student involvement in the criminal and juvenile justice system, and all available alternatives to arrest.
- Train school personnel not to call upon SROs to address non-violent or non-threatening behavior by using less punitive methods such as restorative justice or using the student code of conduct.
- Train SROs to exercise discretion to minimize arrests for minor misbehaviors and use all available diversion programs and other alternatives to arrest.
- Solicit SRO input in the development of training materials to prevent unnecessary arrests of students involved in minor school-based offenses.

CHECKLIST TO IMPROVE

Use the following checklists when improving existing school-law enforcement partnerships.

- Establish a schedule to regularly review current data with SROs and school staff, including analysis on suspensions, expulsions, and arrests, which may indicate there are civil rights concerns where disproportionality exists (particularly for students of color and students with disabilities).
- Establish a schedule to regularly solicit the input of SROs and school staff on effective training for preventing unnecessary arrests for minor, non-crisis disciplinary incidents.
- Establish a schedule to regularly incorporate SRO and educator input on local best practices into SRO training manuals and staff handbooks on professional practice.
- Involve SROs in school life activities designed to improve trust and relationship building between SROs, students, families, and staff.
- Incorporate real-life simulations in SRO and staff training to provide opportunities for practice in the effective de-escalation of non-crisis disciplinary incidents to prevent unnecessary arrests in schools.

Keep your SROs and school personnel well trained.



Local Implementation Rubric – Action Step #5

CHECKLIST TO START

CHECKLIST TO IMPROVE

ACTION STEP

Use the following checklists when implementing new school-law enforcement partnerships.

Use the following checklists when improving existing school-law enforcement partnerships.

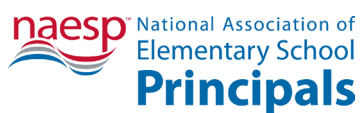
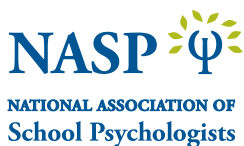
Continually evaluate SROs and school personnel, and recognize good performance.

- Design a comprehensive performance evaluation and recognition system (including a regular performance schedule that is appropriate and made clear throughout the hiring process and onboarding) that maps to trainings provided and capabilities you expect staff to demonstrate, and is conducted by experienced and qualified professionals.
- Evaluate ability to de-escalate and use alternative disciplinary actions to prevent citations, ticketing, and arrests.
- Create a mechanism to collect feedback from students, families, and peers, and other school staff for SRO and school staff evaluations.

- Incorporate research on positive youth development and safe and supportive learning environments in all evaluation and support systems.



A Framework for Safe and Successful Schools



Executive Summary

This joint statement provides a framework supported by educators for improving school safety and increasing access to mental health supports for children and youth. Efforts to improve school climate, safety, and learning are not separate endeavors. They must be designed, funded, and implemented as a comprehensive school-wide approach that facilitates interdisciplinary collaboration and builds on a multitiered system of supports. We caution against seemingly quick and potentially harmful solutions, such as arming school personnel, and urge policy leaders to support the following guidance to enact policies that will equip America's schools to educate and safeguard our children over the long term.

POLICY RECOMMENDATIONS TO SUPPORT EFFECTIVE SCHOOL SAFETY

1. Allow for blended, flexible use of funding streams in education and mental health services;
2. Improve staffing ratios to allow for the delivery of a full range of services and effective school–community partnerships;
3. Develop evidence-based standards for district-level policies to promote effective school discipline and positive behavior;
4. Fund continuous and sustainable crisis and emergency preparedness, response, and recovery planning and training that uses evidence-based models;
5. Provide incentives for intra- and interagency collaboration; and
6. Support multitiered systems of support (MTSS).

BEST PRACTICES FOR CREATING SAFE AND SUCCESSFUL SCHOOLS

1. Fully integrate learning supports (e.g., behavioral, mental health, and social services), instruction, and school management within a comprehensive, cohesive approach that facilitates multidisciplinary collaboration.
2. Implement multitiered systems of support (MTSS) that encompass prevention, wellness promotion, and interventions that increase with intensity based on student need, and that promote close school–community collaboration.
3. Improve access to school-based mental health supports by ensuring adequate staffing levels in terms of school-employed mental health professionals who are trained to infuse prevention and intervention services into the learning process and to help integrate services provided through school–community partnerships into existing school initiatives.
4. Integrate ongoing positive climate and safety efforts with crisis prevention, preparedness, response, and recovery to ensure that crisis training and plans: (a) are relevant to the school context, (b) reinforce learning, (c) make maximum use of existing staff resources, (d) facilitate effective threat assessment, and (e) are consistently reviewed and practiced.
5. Balance physical and psychological safety to avoid overly restrictive measures (e.g., armed guards and metal detectors) that can undermine the learning environment and instead combine reasonable physical security measures (e.g., locked doors and monitored public spaces) with efforts to enhance school climate, build trusting relationships, and encourage students and adults to report potential threats. If a school determines the need for armed security, properly trained school resource officers (SROs) are the only school personnel of any type who should be armed.
6. Employ effective, positive school discipline that: (a) functions in concert with efforts to address school safety and climate; (b) is not simply punitive (e.g., zero tolerance); (c) is clear, consistent, and equitable; and (d) reinforces positive behaviors. Using security personnel or SROs primarily as a substitute for effective discipline policies does not contribute to school safety and can perpetuate the school-to-prison pipeline.
7. Consider the context of each school and district and provide services that are most needed, appropriate, and culturally sensitive to a school's unique student populations and learning communities.
8. Acknowledge that sustainable and effective change takes time, and that individual schools will vary in their readiness to implement improvements and should be afforded the time and resources to sustain change over time.

Creating safe, orderly, and welcoming learning environments is critical to educating and preparing all of our children and youth to achieve their highest potential and contribute to society. We all share this responsibility and look forward to working with the Administration, Congress, and state and local policy makers to shape policies based on these best practices in school safety and climate, student mental health, instructional leadership, teaching, and learning.

A Framework for Safe and Successful Schools



The author organizations and cosigners of this joint statement believe that, while schools are among the safest places for American’s children, we must make violence prevention and student well-being in our schools and communities a priority. We represent the educators who work day in and day out to keep our children safe, ensure their well-being, and promote learning. This joint statement provides a framework supported by educators for improving school safety and increasing access to mental health supports for children and youth.

We created these policy and practice recommendations to help provide guidance to the Administration, Congress, and state and local agencies as they reflect upon evidence for best practices in school safety and climate, student mental health and well-being, instructional leadership, teaching, and learning. Further, the partnership between our organizations seeks to reinforce the interdisciplinary, collaborative, and cohesive approach that is required to create and sustain genuinely safe, supportive schools that meet the needs of the whole child. Efforts to improve school climate, safety, and learning are not separate endeavors and must be designed, funded, and implemented as a comprehensive school-wide approach. Ensuring that mental health and safety programming and services are appropriately integrated into the

overall multitiered system of supports is essential for successful and sustainable improvements in school safety and academic achievement.

Specifically, effective school safety efforts:

- Begin with proactive principal leadership.
- Allow school leaders to deploy human and financial resources in a manner that best meets the needs of their school and community.
- Provide a team-based framework to facilitate effective coordination of services and interventions.
- Balance the needs for physical and psychological safety.
- Employ the necessary and appropriately trained school-employed mental health and safety personnel.
- Provide relevant and ongoing professional development for all staff.
- Integrate a continuum of mental health supports within a multitiered system of supports.
- Engage families and community providers as meaningful partners.
- Remain grounded in the mission and purpose of schools: teaching and learning.

Although the focus of this document is on policies and practices that schools can use to ensure safety, we must acknowledge the importance of policies and practices that make our communities safer as well. This includes increased access to mental health services, improved interagency collaboration, and reduced exposure of children to community violence. Additionally, our organizations support efforts designed to reduce youth access to firearms. Finally, many local school districts and state boards of education are considering policies that would allow school staff to carry a weapon. Our organizations believe that arming educators would cause more harm than good, and we advise decision makers to approach these policies with extreme caution.

We urge policy leaders to support the following guidance to promote safe and supportive schools. We look forward to working with the Administration, Congress, and state and local agencies to shape and enact meaningful policies that will genuinely equip America's schools to educate and safeguard our children over the long term.

POLICY RECOMMENDATIONS TO SUPPORT EFFECTIVE SCHOOL SAFETY

1. Allow for blended, flexible use of funding streams.

The Department of Education should work with the Department of Health and Human Services and Congress to release guidance that gives schools access to various funding streams (e.g., SAMHSA and Title I) to ensure adequate and sustained funding dedicated to improving school safety. One-time grants are beneficial in some circumstances; however, one-time allotments of money for schools are insufficient for sustained change to occur. Similarly, district superintendents must be able to anticipate the availability of future funding in order to collaborate with school principals to effectively plan for and implement meaningful changes that will result in positive, sustainable outcomes for students.

- 2. Strive to improve staffing ratios to allow for the delivery of a full range of services, including school–community partnerships, and set standards that will help schools effectively and accurately assess their needs.** This will require providing additional funding for key personnel such as school counselors, school psychologists, school social workers, and school nurses.
- 3. Outline standards for district-level policies to promote effective school discipline and positive behavior.** Although it has been briefly discussed in

this document, we urge the Department to release guidance regarding effective school discipline policies. Far too many schools continue to use punitive discipline measures, such as zero-tolerance policies, that result in negative outcomes for students and contribute to the school-to-prison pipeline.

- 4. Provide funding for continuous and sustainable crisis and emergency preparedness, response, and recovery planning and training (utilizing evidence-based models).** The minimum standards include:
 - a. establishment of a school safety and crisis team that includes the principal, school-employed mental health professionals, school security personnel, and appropriate community first responders;
 - b. a balanced focus on promoting and protecting both physical and psychological safety;
 - c. a crisis team and plan based on the Department of Homeland Security's Incident Command System;
 - d. ongoing professional development for all school employees to help identify key indicators of students' mental health problems as well as employees' specific roles in implementation of crisis response plans;
 - e. professional development for school-employed mental health professionals and other relevant staff (e.g., key administrators, school resource officers) on how to implement effective crisis prevention, intervention, and postvention strategies, including the critical mental health components of recovery.
- 5. Provide incentives for intra- and interagency collaboration.** All levels of government need to take preemptive measures to strengthen the ability of schools to provide coordinated services to address mental health and school safety. We urge the federal government to set the standard and issue guidance on how various government, law enforcement, and community agencies can work together to provide services to students and families. At all levels, we must remove the barriers between education and health service agencies. Schools serve as the ideal "hub" for service delivery; however, schools must be adequately staffed with school counselors, school psychologists, school social workers, and school nurses who can provide the proper services in the school setting, connect students and families to the appropriate services in the community, and work collaboratively with external agencies to ensure streamlined service delivery and avoid redundancy.

6. **Support multitiered systems of supports.** A full continuum of services ranging from building-level supports for all students to more intensive student-level services is necessary to effectively address school safety and student mental health.

BEST PRACTICES FOR CREATING SAFE AND SUCCESSFUL SCHOOLS

School safety and positive school climate are not achieved by singular actions like purchasing a designated program or piece of equipment but rather by effective comprehensive and collaborative efforts requiring the dedication and commitment of all school staff and relevant community members. Schools require consistent and effective approaches to prevent violence and promote learning, sufficient time to implement these approaches, and ongoing evaluation.

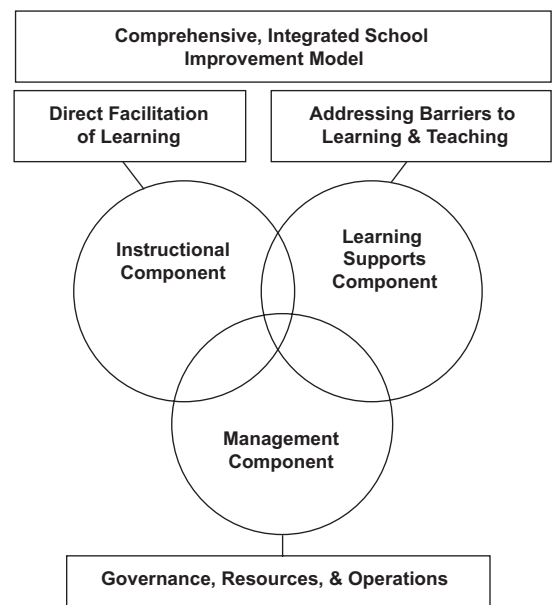
1. Integrate Services Through Collaboration

Safe and successful learning environments are fostered through collaboration among school staff and community-based service providers while also integrating existing initiatives in the school. Effective schools and learning environments provide equivalent resources to support instructional components (e.g., teacher quality, high academic standards, curriculum), organizational/management components (e.g., shared governance, accountability, budget decisions), and learning supports (e.g., mental health services; see Figure 1). Rather than viewing school safety as a targeted outcome for a single, stand-alone program or plan developed by the school building principal alone, this model seeks to integrate all services for students and families by framing the necessary behavioral, mental health, and social services within the context of school culture and learning. Integrated services lead to more sustainable and comprehensive school improvement, reduce duplicative efforts and redundancy, and require leadership by the principal and a commitment from the entire staff (See Roles of School Principals, page 8.).

2. Implement Multitiered Systems of Supports (MTSS)

The most effective way to implement integrated services that support school safety and student learning is through a school-wide multitiered system of supports (MTSS). MTSS encompasses (a) prevention and wellness promotion; (b) universal screening for academic, behavioral, and emotional barriers to learning; (c) implementation of evidence-based interventions that increase in intensity as needed; (d) monitoring of ongoing student progress in response to implemented

Figure 1.



Note. Adapted from UCLA Center for Mental Health in Schools and the National Association of School Psychologists. (2010). *Enhancing the Blueprint for School Improvement in the ESEA Reauthorization: Moving From a Two- to a Three-Component Approach* [Advocacy statement]. Adapted with permission.

interventions; and (e) engagement in systematic data-based decision making about services needed for students based on specific outcomes. In a growing number of schools across the country, response to intervention (RTI) and positive behavior interventions and supports (PBIS) constitute the primary methods for implementing an MTSS framework. Ideally though, MTSS is implemented more holistically to integrate efforts targeting academic, behavioral, social, emotional, physical, and mental health concerns. This framework is more effective with coordination of school-employed and community-based service providers to ensure integration and coordination of services among the school, home, and community.

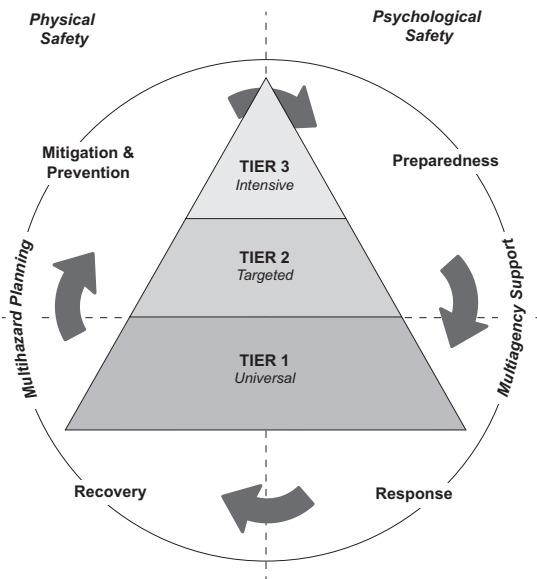
Effective MTSS requires:

- adequate access to school-employed specialized instructional support personnel (e.g., school counselors, school psychologists, school social workers, and school nurses) and community-based services;
- collaboration and integration of services, including integration of mental health, behavioral, and academic supports, as well integration of school-based and community services;
- adequate staff time for planning and problem solving;
- effective collection, evaluation, interpretation, and use of data; and
- patience, commitment, and strong leadership.

One approach to integrating school safety and crisis management into an MTSS framework is the M-PHAT model (see Figure 2). M-PHAT stands for:

- Multi-Phase (prevention, preparedness, response, and recovery)
- Multi-Hazard (accidental death, school violence, natural disasters, terrorism)
- Multi-Agency (school, police, fire, EMS, mental health)
- Multi-Tiered (an MTSS framework)

Figure 2. Comprehensive Safe Learning Environment: The M-PHAT Approach



Note. From Comprehensive Planning for Safe Learning Environments: A School Professional's Guide to Integrating Physical and Psychological Safety – Prevention Through Recovery, by M. A. Reeves, L. M. Kanan, & A. E. Plog, 2010, New York, NY: Routledge. Reprinted with permission.

3. Improve Access to School-Based Mental Health Supports

Mental health is developed early in life and educators play a significant role in ensuring that students' experiences throughout their school careers contribute to their positive mental health. Access to school-based mental health services and supports directly improves students' physical and psychological safety, academic performance, and social-emotional learning. This requires adequate staffing levels in terms of school-employed mental health professionals (school counselors, school psychologists, school social workers, and in some cases, school nurses) to ensure that services are high quality, effective, and appropriate to the school context. Access to school mental health services cannot be sporadic or disconnected from

the learning process. Just as children are not simply small adults, schools are not simply community clinics with blackboards. School-employed mental health professionals are specially trained in the interconnectivity among school law, school system functioning, learning, mental health, and family systems. This training ensures that mental health services are properly and effectively infused into the learning environment, supporting both instructional leaders and teachers' abilities to provide a safe school setting and the optimum conditions for teaching and learning. No other professionals have this unique training background.

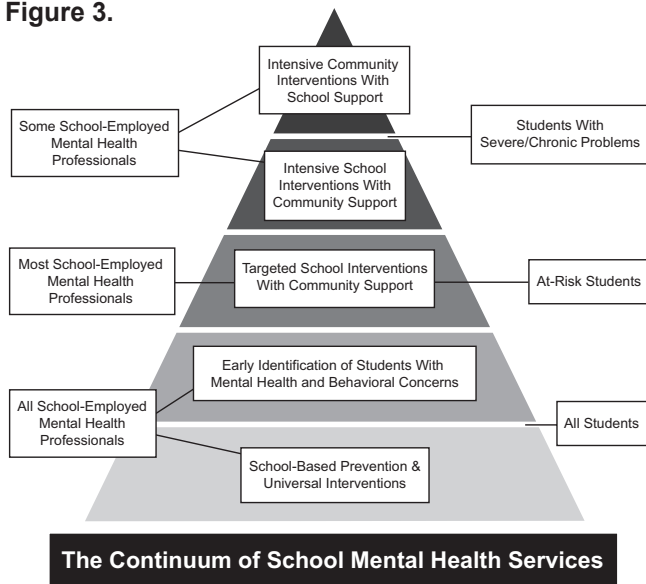
Having these professionals as integrated members of the school staff empowers principals to more efficiently and effectively deploy resources, ensure coordination of services, evaluate their effectiveness, and adjust supports to meet the dynamic needs of their student populations. Improving access also allows for enhanced collaboration with community providers to meet the more intense or clinical needs of students (see Figure 3).

School counselors, school psychologists, and school social workers all offer unique individual skills that complement one another in such a way that the sum is greater than the parts (See Roles of School-Employed Mental Health Professionals, page 9.) When given the opportunity to work collectively, they are ready and capable of providing an even wider range of services, such as:

- collecting, analyzing, and interpreting school-level data to improve availability and effectiveness of mental services;
- designing and implementing interventions to meet the behavioral and mental health needs of students;
- promoting early intervention services;
- providing individual and group counseling;
- providing staff development related to positive discipline, behavior, and mental health (including mental health first aid);
- providing risk and threat assessments;
- supporting teachers through consultation and collaboration;
- coordinating with community service providers and integrating intensive interventions into the schooling process.

Addressing Shortages: Fully providing effective, integrated, and comprehensive services requires schools to maintain appropriate staffing levels for their school-employed mental health professionals. Every district and school must be supported to improve staffing ratios.

Figure 3.



Note. Adapted from "Communication Planning and Message Development: Promoting School-Based Mental Health Services," by the National Association of School Psychologists, 2006, *Communique*, 35(1), p. 27. Copyright 2006 by the National Association of School Psychologists. Adapted with permission.

Unfortunately, significant budget cuts, combined with widespread personnel shortages, have resulted in reduced access to school-employed mental health professionals in many schools and districts. In these districts, school counselors, school psychologists, school social workers, and school nurses often have inappropriately high student-to-professional ratios that far exceed the recommendations provided by their respective professional organizations. Poor ratios restrict the ability of these professionals to devote time to important initiatives, including school-wide preventive services (e.g., bullying, violence, and dropout prevention), safety promotion, and sustained school improvement. Many districts go without prevention and early intervention services that effectively link mental health, school climate, school safety, and academic instruction. Partnerships with community providers or school-based health centers can provide important resources for individual students. However, community providers sometimes lack familiarity with specific processes in teaching and learning and with systemic aspects of schooling. Successful school–community partnerships integrate community supports into existing school initiatives utilizing a collaborative approach between school and community providers that enhances effectiveness and sustainability. Many schools have limited access to community supports making overreliance on

community partners as primary providers of mental health services potentially problematic.

District-wide policies must support principals and school safety teams to provide services in school-based settings and strengthen the ability of schools to respond to student and family needs directly. While working to improve ratios, districts can begin to move toward more effective and sustainable services by:

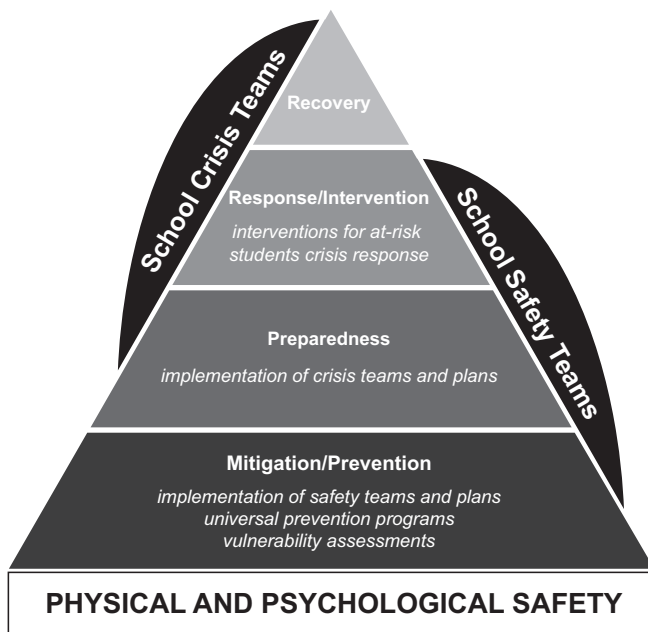
- Assigning a school psychologist, school counselor, or school social worker to coordinate school-based services with those provided by community providers.
- Ensuring that the school data being collected and resulting strategies are addressing the most urgent areas of need with regard to safety and climate.
- Providing training that targets the specific needs of individual schools, their staffs, and their students.
- Reviewing current use of mental health staff and identifying critical shifts in their responsibilities to bolster prevention efforts.

4. Integrate School Safety and Crisis/Emergency Prevention, Preparedness, Response, and Recovery

Schools must be supported to develop an active school safety team that focuses on overall school climate as well as crisis and emergency preparedness, response, and recovery (see Figure 4). School safety and crisis response occur on a continuum, and crisis planning, response, and recovery should build upon ongoing school safety and mental health services. School crisis and emergency preparedness training should encompass prevention/mitigation, early intervention (which is part of ongoing school safety), immediate response/intervention, and long-term recovery. These four phases are clearly articulated by the Departments of Education and Homeland Security.

Training and planning must be relevant to the learning context and make maximum use of existing staff resources. The safety and crisis team should, at a minimum, include principals, school mental health professionals, school security personnel, appropriate community stakeholders (such as representatives from local law enforcement and emergency personnel), and other school staff or district liaisons to help sustain efforts over time. Additionally, crisis and emergency preparedness plans must be consistently reviewed and practiced, which is more easily facilitated by an actively engaged team that links the school to the broader community. Active engagement of the team is often directly linked to appropriate staffing levels that allow time for collaboration and planning. Effective, engaged teams and plans:

Figure 4.



Note. Adapted from Cherry Creek School District. (2008). *Emergency response and crisis management guide*. Greenwood Village, CO: Author. Adapted with permission.

- Contribute to ongoing school safety and improved school climate by supporting a school-wide, evidence-based framework that is appropriate to the unique school culture and context.
- Balance efforts to promote and protect physical and psychological safety.
- Minimize unsafe behaviors such as bullying, fighting, and risk-taking by providing quality prevention programming.
- Improve early identification and support for students at risk of harming themselves or others (e.g., threat assessment).
- Model collaborative problem solving.
- Provide for consistent, ongoing training of all school staff.
- Address the range of crises that schools can face with a focus on what is most likely to occur (e.g., death of a student or staff member, school violence, natural disaster).
- Improve response to crises when the unpreventable occurs.
- Ensure an organized plan that has appropriately assessed risks to the school and the learning environment and has been adopted by the school safety team to promote a return to normalcy following a crisis or emergency.
- Promote efforts for ongoing learning and long-term emotional recovery for every student and family.

5. Balance Physical and Psychological Safety

Any effort to address school safety should balance building security/physical safety with psychological safety. Relying on highly restrictive physical safety measures alone, such as increasing armed security or imposing metal detectors, typically does not objectively improve school safety. In fact, such measures may cause students to feel *less safe* and more fearful at school, and could undermine the learning environment. In contrast, combining reasonable physical security measures with efforts to enhance school climate more fully promotes overall school safety. Effectively balancing physical and psychological safety entails:

- Assessing the physical security features of the campus, such as access points to the school grounds, parking lots and buildings, and the lighting and adult supervision in lobbies, hallways, parking lots, and open spaces.
- Employing environmental design techniques, such as ensuring that playgrounds and sports fields are surrounded by fences or other natural barriers, to limit visual and physical access by non-school personnel.
- Evaluating policies and practices to ensure that students are well monitored, school guests are appropriately identified and escorted, and potential risks and threats are addressed quickly.
- Building trusting, respectful relationships among students, staff, and families.
- Providing access to school mental health services and educating students and staff on how and when to seek help.
- Providing a confidential way for students and other members of the school community to report potential threats, because educating students on “breaking the code of silence” is one of our most effective safety measures.

Schools also should carefully weigh the unique needs of their communities when determining the need to hire additional security personnel or school resource officers (SROs). It is important to recognize that SROs differ from other school security personnel or armed guards. SROs are commissioned law enforcement officers who are specially trained to work within the school community to help implement school safety initiatives as part of the school safety leadership team. They should be integral participants in school life and student learning. Additionally, if a school determines that it needs to have an armed professional on school grounds, SROs are the only school personnel of any type who should be armed. (See Roles of School Resource Officers, page 9.)

6. Employ Effective, Positive School Discipline

School discipline policies are ultimately the responsibility of the school principal; however, all school staff play a role in their effective development and implementation. Discipline practices should function in concert with efforts to address school safety/climate. When positive discipline is incorporated into the overall MTSS, students feel respected and supported, positive behavior is continually reinforced, and school climate improves. Additionally, this structure allows for the use of restorative practices that seek to build positive relationships within the school community. In contrast, overly harsh and punitive measures, such as zero tolerance policies, lead to reduced safety, connectedness, and feelings of belonging, and have historically been unsuccessful at improving student behavior or the overall school climate. Additionally, utilizing SROs or other security personnel primarily as a substitute for effective discipline policies is inappropriate, does not contribute to school safety or students' perceptions of being safe, and can perpetuate the school-to-prison pipeline. Effective school discipline:

- is viewed within the context of a learning opportunity and seeks to teach and reinforce positive behaviors to replace negative behaviors;
- is clear, consistent, and equitably applied to all students;
- employs culturally competent practices;
- safeguards the well-being of all students and staff;
- keeps students in school and out of the juvenile justice system; and
- incorporates family involvement.

7. Allow for the Consideration of Context

There is no one-size-fits-all approach to creating safe and successful schools. To be most effective, schools should assess the structures and resources already in place and determine what additional resources are needed. Schools should provide universal, secondary, and tertiary interventions that are most appropriate and culturally sensitive to their unique student populations and learning communities. Additionally, decisions regarding appropriate security measures, including the use of SROs, should be determined by each school's leadership team and not via universal mandate.

8. Acknowledge That Sustainable and Effective Improvement Takes Patience and Commitment

School districts will vary considerably in their readiness to change and in their ability to accept the suggestions included within this document. Recognizing that

sustainable change takes time both to improve acceptability and allow for full implementation will help set districts up for success rather than setting unrealistic goals. Efforts for change should not be abandoned if goals are not immediately met, as frequent programmatic changes lead to more resistance to change among school personnel in the future.

ROLES OF KEY LEADERSHIP PERSONNEL REGARDING SCHOOL SAFETY AND CLIMATE

Role of School Principals

Effective principals and assistant principals recognize the potential they have to create a school environment where teachers thrive and students achieve their greatest potential in a safe and nurturing school setting. As instructional leaders, principals maintain a constant presence in the school and in classrooms, listening to and observing what is taking place, assessing needs, and getting to know teachers and students. Principals set high expectations and standards for the academic, social, emotional, and physical development of all students. They bring together a wide range of stakeholders within the school community, take into account the aspirations, and work to create a vision that reflects the full range and value of a school's mission. Principals encourage the development of the whole child by supporting the physical and mental health of children, as well as their social and emotional well-being, which is reinforced by a sense of safety and self-confidence. High-quality early childhood education and learning experiences are crucial to an elementary level principal's shared vision to shape the school culture and instructional leadership. School leaders must mobilize the staff, students, parents, and community around the mission and shared values, as well as school improvement goals and set the parameters of high expectations for the school. Effective practice requires:

- building consensus on a vision that reflects the core values of the school community to support student safety and well-being;
- valuing and using diversity to enhance the learning of the entire school community;
- broadening the framework for child development beyond academics; and
- developing a learning culture that is adaptive, collaborative, innovative, and supportive by taking into account the contributions of every member of the school staff.

Roles of School-Employed Mental Health Professionals

Many professionals within a school help to support students' positive mental health. This includes school counselors, school psychologists, school social workers, school nurses, and other specialized instructional support personnel. For the purposes of these recommendations, however, we are focusing on the mental health professionals who should serve in critical leadership roles in terms of school safety, positive school climate, and providing school-based mental health services: school counselors, school psychologists, and school social workers. Their training and expertise help link mental health, behavior, environmental factors (e.g., family, classroom, school, community), instruction, and learning. Each of these professionals helps to create school environments that are safe, supportive, and conducive to learning. Each may deliver similar services such as counseling, social-emotional skill instruction, and consultation with families and teachers; however, each profession has its own unique focus based upon its specializations, which result in different, albeit interrelated, services. The specific services and expertise of individual practitioners may vary, but the following describes the core competencies and specialized instructional services of each profession.

School counselors. Have a minimum of a master's degree in school counseling. School counselors are generally the first school-employed mental health professional to interact with students as they commonly are involved in the provision of universal learning supports to the whole school population. School counselors have specialized knowledge of curriculum and instruction and help screen students for the basic skills needed for successful transition from cradle to college and career. School counselors focus on helping students' address their academic, personal/social, and career development goals and needs by designing, implementing, and evaluating a comprehensive school counseling program that promotes and enhances student success. School counselors work to promote safe learning environments for all members of the school community and regularly monitor and respond to behavior issues that impact school climate, such as bullying, student interpersonal struggles, and student-teacher conflicts. Effective school counseling programs are a collaborative effort between the school counselor, teachers, families, and other educators to create an environment promoting student achievement, active engagement, equitable access to educational opportunities, and a rigorous curriculum for all students.

School psychologists. Have a minimum of a specialist-level degree (60 graduate semester hour minimum) in school psychology, which combines the disciplines of psychology and

education. They typically have extensive knowledge of learning, motivation, behavior, childhood disabilities, assessment, evaluation, and school law. School psychologists specialize in analyzing complex student and school problems and selecting and implementing appropriate evidence-based interventions to improve outcomes at home and school. School psychologists consult with teachers and parents to provide coordinated services and supports for students struggling with learning disabilities, emotional and behavioral problems, and those experiencing anxiety, depression, emotional trauma, grief, and loss. They are regular members of school crisis teams and collaborate with school administrators and other educators to prevent and respond to crises. They have specialized training in conducting risk and threat assessments designed to identify students at-risk for harming themselves or others. School psychologists' training in evaluation, data collection, and interpretation can help ensure that decisions made about students, the school system, and related programs and learning supports are based on appropriate evidence.

School social workers. Have master's degrees in social work. They have special expertise in understanding family and community systems and linking students and their families with the community services that are essential for promoting student success. School social workers' training includes specialized preparation in cultural diversity, systems theory, social justice, risk assessment and intervention, consultation and collaboration, and clinical intervention strategies to address the mental health needs of students. They work to remedy barriers to learning created as a result of poverty, inadequate health care, and neighborhood violence. School social workers often focus on providing supports to vulnerable populations of students that have a high risk for truancy and dropping out of school, such as homeless and foster children, migrant populations, students transitioning between school and treatment programs or the juvenile justice system, or students experiencing domestic violence. They work closely with teachers, administrators, parents, and other educators to provide coordinated interventions and consultation designed to keep students in school and help their families access the supports needed to promote student success.

Roles of School Resource Officers

The presence of school resource officers in schools has become an important part of the duty to protect students and staff on campus. Families and school officials in communities around the country benefit from a more effective relationship with local police as part of a school safety plan. Specialized knowledge

of the law, local and national crime trends and safety threats, people and places in the community, and the local juvenile justice system combine to make SROs critical members of schools' policy-making teams when it comes to environmental safety planning and facilities management, school safety policy, and emergency response preparedness.

In order to fully realize the benefits of the presence of local police, the SROs must be trained properly. Officers' law-enforcement knowledge and skill combine with specialized SRO training for their duties in the education setting. This training focuses on the special nature of school campuses, student needs and characteristics, and the educational and custodial interests of school personnel. SROs, as a result, possess a skill set unique among both law enforcement and education personnel

that enables SROs to protect the community and the campus while supporting schools' educational mission. In addition to traditional law enforcement tasks, such as investigating whether drugs have been brought onto campus, SROs' daily activities cover a wide range of supportive activities and programs depending upon the type of school to which an SRO is assigned. This can include conducting law-related education sessions in the classroom, meeting with the school safety team, conducting safety assessments of the campus, and problem solving with students or faculty. Trained and committed SROs are well suited to effectively protect and serve the school community. They contribute to the safe-schools team by ensuring a safe and secure campus, educating students about law-related topics, and mentoring students as informal counselors and role models.



Actions Principals Can Take Now to Promote Safe and Successful Schools

Policies and funding that support comprehensive school safety and mental health efforts are critical to ensuring universal and long-term sustainability. However, school leaders can work toward more effective approaches now by taking the following actions.

- Establish a school leadership team that includes key personnel: principals, teachers, school-employed mental health professionals, instruction/curriculum professionals, school resource/safety officer, and a staff member skilled in data collection and analysis.
- Assess and identify needs, strengths, and gaps in existing services and supports (e.g., availability of school and community resources, unmet student mental health needs) that address the physical and psychological safety of the school community.
- Evaluate the safety of the school building and school grounds by examining the physical security features of the campus.
- Review how current resources are being applied, for example:
 - Are school employed mental health professionals providing training to teachers and support staff regarding resiliency and risk factors?
 - Do mental health staff participate in grade-level team meetings and provide ideas on how to effectively meet students' needs?
 - Is there redundancy in service delivery?
 - Are multiple overlapping initiatives occurring in different parts of the school or being applied to different sets of students?
- Implement an integrated approach that connects behavioral and mental health services and academic instruction and learning (e.g., are mental health interventions being integrated into an effective discipline or classroom management plan?).
- Provide adequate time for staff planning and problem solving via regular team meetings and professional learning communities. Identify existing and potential community partners, develop memoranda of understanding to clarify roles and responsibilities, and assign appropriate school staff to guide these partnerships, such as school-employed mental health professionals and principals.
- Provide professional development for school staff and community partners addressing school climate and safety, positive behavior, and crisis prevention, preparedness, and response.
- Engage students and families as partners in developing and implementing policies and practices that create and maintain a safe school environment.

SUMMARY

Modern-day schools are highly complex and unique organizations that operate with an urgent imperative: Educate and prepare all children and youth to achieve their highest potential and contribute to society, no matter their socioeconomic background or geographic location. Creating safe, orderly, warm, and inviting school environments is critical to ensuring that all of our schools meet this goal. In order to create this type of environment, schools must work towards integrating services (academic, behavioral, social, emotional, and mental health) through

collaboration using a multitiered system of support. Schools should strive to increase access to mental health services, increase the number of school employed mental health staff, and ensure that measures to improve school safety balance physical safety with psychological safety. To further support student safety, schools must develop effective emergency preparedness and crisis prevention, intervention, and response plans that are coordinated with local first responders. We look forward to working with the Administration, Congress, and state and local policy makers to help ensure that all schools are safe, supportive, and conducive to learning.

GUIDELINES FOR EFFECTIVE PRACTICE

ASCA: <http://www.ascanationalmodel.org/>

- *ASCA National Model, 2008*

NAESP: <http://www.naesp.org/resources/1/Pdfs/LLC2-ES.pdf>

- *Leading Learning Communities: Standards for What Principals Should Know and Be Able to Do, 2008*

NASP Professional Standards: <http://www.nasponline.org/standards/2010standards.aspx>

- *Model for Comprehensive and Integrated School Psychological Services, 2010*

NASRO: http://www.nasro.org/sites/default/files/pdf_files/NASRO_Protect_and_Educate.pdf

- *To Protect and Educate: The School Resource Officer and the Prevention of Violence in Schools, 2012*

NASSP: <http://www.nassp.org/school-improvement>

- *Breaking Ranks: The Comprehensive Framework for School Improvement, 2011*

SSWAA: <http://sswaa.org/associations/13190/files/naswschoolsocialworkstandards.pdf>

- *NASW School Social Work Standards, 2012*

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- National Association of School Resource Officers (NASRO): www.nasro.org
- National Association of Secondary School Principals (NASSP): www.nassp.org
- School Social Work Association of America (SSWAA): www.sswaa.org

ENDORISING ORGANIZATIONS*

National Organizations

- Alberti Center for Bullying Abuse Prevention
- American Association of School Administrators
- American Camp Association, Inc.
- American Council for School Social Work
- American Dance Therapy Association
- American School Health Association
- Born This Way Foundation
- Character Education Partnership
- Child Mind Institute
- Coalition for Community Schools
- Collaborative for Academic, Social, and Emotional Learning
- Committee for Children
- Council for Children with Behavioral Disorders
- Council for Exceptional Children
- Division 16, American Psychological Association
- Gay, Lesbian & Straight Education Network
- High Hope Educational Research Foundation
- International School Psychology Association
- Learning Disabilities Association of America
- Mental Health America
- Midwest Symposium for Leadership in Behavior Disorders
- National Association of School Nurses
- National Association of School Safety and Law Enforcement Officials

National Association of Social Workers
National Association of State Directors of Special Education
National Center for School Engagement
National Education Association
National Federation of Families for Children’s Mental Health
National Network of Safe and Drug-Free Schools
National Organizations for Youth Safety
National PTA
Pride Surveys
Safe and Civil Schools
Trainers of School Psychology
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State Associations

Alabama School Counselor Association
Alaska School Counselor Association
Arizona Association of School Psychologists
Arizona School Counselors Association
Association of School Psychologists of Pennsylvania
California Association of School Counselors
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Pennsylvania School Counselors Association
Rhode Island School Counselor Association
School Social Work Association of Arizona
School Social Workers Association of Missouri
School Social Workers in Arkansas
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*As of March 25, 2015. For an updated list, visit www.nasponline.org/schoolsafetyframework

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AVAILABLE ONLINE AT WWW.NASPONLINE.ORG/SCHOOLSAFETYFRAMEWORK.

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Basic 40-Hour School Resource Officer Course Outline and Objectives

COURSE DESCRIPTION

The NASRO Basic School Resource Officer Course is a forty-hour (40) block of instruction designed for law enforcement officers and school safety professionals working in an educational environment and with school administrators. The course provides tools for officers to build positive relationships with both students and staff.

The course is also beneficial for educational professionals dedicated to providing a safe learning environment and provides a more in-depth understanding of the role and functions of an SRO.

The course emphasizes three main areas of instructions:

Law Enforcement Function – Instruction on the differences between law enforcement when conducted inside a school environment including understanding the teen brain and de-escalation techniques.

Mentoring Students – Instruction designed to provide tools to be a positive role model for youth including informal counseling techniques.

Guest Speaking – Instruction on a variety of instructional techniques as well as classroom management tools to provide law-related education to students.

Attendees will gain a solid working knowledge of the School Resource Officer concept and how to establish a lasting partnership with their schools.

The purpose of this course is to provide participants with information regarding the school resource officer concept and the skills necessary for its successful implementation.

Course Objectives:

- Clearly define and explain the SRO Triad concept.
- Demonstrate positive and professional communication.
- Apply the concepts of planning, prevention, and response to school safety.

TEACHING METHODOLOGY / CLASS FORMAT: This course uses a combination of classroom instruction, interactive learning, PowerPoint presentations, videos, and practical scenarios. Students will be provided with a NASRO Basic Course Manual and access to website resources.

METHODS OF EVALUATION: Successful completion of course requirements will be measured by a written examination at the conclusion of the course. Students must pass the examination in order to receive a NASRO certificate.

ATTENDANCE POLICY: Attendees will be allowed to miss no more than 10% of the total course time or a maximum of 4 hours. Any absences must be approved by the Instructor.

CONTENT OUTLINE:

I. Foundations of School-Based Law Enforcement

Goal: Students will learn the history of school-based policing and the roles and responsibilities of the SRO position.

Learner Objectives:

- Identify several early SRO programs and explain why they were or were not successful.
- Understand the importance of NASRO in school-based policing.
- Prepare a list of daily duties of a typical SRO.
- Identify the NASRO Triad concept and describe each component.

II. Ethics and the SRO

Goal: Establish a highly ethical SRO program in order to build mutual respect and trust among the SRO, students, parents, and school staff.

Learner Objectives:

- Describe the need for a high standard of ethics in the role of SRO.
- Understand the ethical considerations unique to an SRO.

III and IV: The SRO as a Teacher/Guest Speaker and Effective Presentations

Goal: Fully equip the SRO to be confident in the role as a teacher/guest speaker, understand the importance of law-related education, and have proven techniques for classroom management.

Learner Objectives:

- Define Law- Related Education (LRE).
- Understand the learning process.
- List the components of a lesson plan.
- Demonstrate effective presentation skills.

V: Understanding Special Needs Students

Goal: Provide strategies for SROs to be appropriately proactive and reactive when interacting with students with disabilities.

Learner Objectives:

- Understand components of Individuals with Disabilities Education Act.
- Gain a better understanding of the discipline process for students with disabilities.
- Understand the different diagnostic disability categories.
- Demonstrate ways to communicate proactively with students with disabilities.

VI: The SRO as an Informal Counselor/Mentor

Goal: Provide participants with the tools to become a more effective informal counselor/mentor, and to equip SROs with strategies to foster vital, informal counseling/mentoring relationships.

Learner Objectives:

- Articulate a basic understanding of the Family Educational Rights and Privacy Act (FERPA).
- Develop strategies to foster informal counseling/mentoring relationships with students.
- Identify student behavior that would merit a referral to a community or professional service.

VII: Social Media and Cyber Safety

Goal: Social media apps and technology are rapidly evolving which often creates challenges and safety issues to the school environment. This block of instruction will provide tools to address incidents, criminal or noncriminal, which originate or intersect on social media.

Learner Objectives:

- Understand social media in all its forms.
- Understand the impact of social media on students.
- Gain knowledge on how to advise students and parents on social media safety.

VIII: Understanding the Teen Brain

Goal: Participants will gain an understanding of the complex interaction between intellectual and emotional development during the time of adolescence. This block of instructor will explain the adolescent brain: how the teen brain develops, the two types of teen brains, and traumatic influences on the teen brain.

Learner Objectives:

- Explain the differences between puberty and adolescence.
- Understand the impact of brain development on impulsive behavior as it peaks during adolescence.
- Distinguish between the "Thinking Brain" and the "Feeling Brain" as they drive adolescent behavior.
- Understand the most effective communication strategies for working with adolescents.

IX: Violence and Victimization: Challenges to Development

Goal: Explore victimization in childhood and adolescence, as well as the impact of trauma on development. The body's hard-wired, biologically based, stress response ("fight or flight") system will be explained including the role of the brain in the stress response system; the nature of traumatic stress; the impact of traumatic stress on the brain; and the behavioral and emotional effects of trauma in childhood and adolescence. The influence of victimization on interactions with SROs will be outlined, as well as best practice approaches for interactions with traumatized youth.

Learner Objectives:

- Define three types of stress.
- Understand the effects of traumatic stress on the human body.
- Identify the correlation between the ACE report and the role of the SRO.
- Identify strategies for the SRO when working with traumatized and victimized youth.

X: Sex Trafficking of Youth

Goal: In the role of an SRO, it is imperative that the signs of, and facts about, sex trafficking are well understood. This block of instruction will provide information and resources to assist SRO's in their role in anti-sex trafficking efforts.

Learner Objectives:

- Define Commercial Sexual Exploitation of Children (CSEC).
- Explain why a victim centered approach to CSEC is vital.
- Understand recruitment and control of CSEC victims.
- Identify ways SROs can contribute to anti-sex trafficking efforts.

XI: School Law

Goal: The SRO must become a specialist in school related law. This block of instruction will provide generalized information regarding the continual legal decisions that potentially or directly impact the daily duties and responsibilities of the SRO and the school team.

Learner Objectives:

- Apply knowledge learned to presentations for staff and students.
- Gain insight to important court cases.
- Understand juvenile law to counterbalance the potential for liability.

XII: Developing and Supporting Successful Relationships with Diverse Students

Goal: This module is designed to provide awareness of biases within oneself and within others that can be a barrier to successful and trusted relationships with diverse school populations. Successful SROs build relationships by recognizing their existing biases and implementing

strategies that build trust and respect. In support of the NASRO Triad, participants will explore strategies for creating, fostering, and maintaining authentic relationships with diverse communities and marginalized groups in schools.

Learner Objectives:

- Explore society's understanding of culture and diversity to understand their impact on law enforcement and community relations.
- Examine how potential biases can impact the role of the SRO as informal counselor/mentor.
- Explore strategies to counter identified barriers to strengthen SRO and community relations.

XIII: Effects of Youth Trends and Drugs on the School Culture and Environment

Goal: This block of instruction will offer general knowledge about the latest drugs and youth trends that will assist an SRO in detecting safety concerns on the school campus. This block of instruction will provide tools for an SRO to stay up-to-date on the newest drugs and youth trends that are always evolving and to emphasize the impact these subcultures could have on the school setting.

Learner Objectives:

- Understand how youth trends and drugs affect the school environment.
- Recognize the importance of keeping current with youth trends in order to recognize potential issues in the school.
- Apply tools to stay current on youth trends and drugs that will affect the school environment.

XIV: Threat Response: Preventing Violence in School Settings

Goal: This block of instruction will guide school and law enforcement personnel in response and investigation into verbal and/or written threats of violence. With this information SROs will be able to make informed decisions regarding threats of varying degrees and understand possible ways of dealing with those who make the threats.

Learner Objectives:

- Recognize factors involved in determining the validity of a threat.
- Identify the three basic practices involved in threat assessment and safety.
- Conduct a basic threat assessment and identify possible responses.

XV: School Safety and Emergency Operations Plans

Goal: In order to provide a safe learning environment, schools and SROs must be prepared for numerous types of emergency situations on campus from a violent intruder to inclement weather. This block of instruction will give SROs the tools needed to become an effective member of the school safety team and develop, with a collaborative team, an Emergency Operations Plan.

Learner Objectives:

- Implement effective proactive school safety measures.
- Identify school threats and develop prevention and preparedness models based on identified threats.
- Collaborate with stakeholders on the development and implementation of an Emergency Operations Plan.

XVI: Crime Prevention Through Environmental Design

Goal: This block of instruction will guide school and law enforcement personnel in identifying and understanding the Crime Prevention Through Environmental Design (CPTED) principles and how applying those principles to the school campus can prevent crime.

Learner Objectives:

- Understand the CPTED concept and three core principles.
- Apply CPTED principles to improving the environmental design of a school and reducing crime.

**NASRO Basic School Resource
Officer Training Agenda**

Day One

8:00 – 9:00 am	Welcome, Introductions, Course Overview
9:00 am – 12:00 pm	Foundations of School-Based Law Enforcement
12:00 – 1:00 pm	Lunch
1:00 – 3:00 pm	Ethics and the SRO
3:00 – 5:00 pm	The SRO as a Teacher/Guest Speaker

Day Two

8:00 – 10:00 am	The SRO as a Teacher/Guest Speaker: Effective Presentations
10:00 am – 12:00 pm	Understanding Special Needs Students
12:00 – 1:00 pm	Lunch
1:00 – 3:00 pm	The SRO as an Informal Counselor/Mentor
3:00 – 5:00 pm	Social Media and Cyber Safety

Day Three

8:00 – 11:00 am	Understanding the Teen Brain
11:00 am – 12:00 pm	Violence and Victimization: Challenges to Development
12:00 – 1:00 pm	Lunch
1:00 – 3:00 pm	Violence and Victimization: Challenges to Development, <i>continued</i>
3:00 – 5:00 pm	Sex Trafficking of Youth

Day Four

8:00 am – 12:00 pm	School Law
12:00 – 1:00 pm	Lunch
1:00 – 3:00 pm	Developing Successful Relationships with Diverse Students
1:00 – 5:00 pm	Effects of Youth Trends and Drugs on the School Culture and Environment

Day Five

8:00 – 10:00 am	Threat Response: Preventing Violence in Schools
10:00 am – 12:00 pm	School Safety and Emergency Operations Plans
12:00 – 1:00 pm	Lunch
1:00 – 3:00 pm	Crime Prevention Through Environmental Design
3:00 – 4:00 pm	Program Enhancements
4:00 – 5:00 pm	Course Review and Exam

Agenda times are subject to change at the discretion of the instructor.



Advanced 24-hour School Resource Officer Course Outline and Objectives

COURSE DESCRIPTION

The NASRO Advanced School Resource Officers Course is a twenty-four hour (24) block of instruction that focuses on more advanced techniques for the School Resource Officer. Topics covered include law updates, technology and social media, improving communication with administrators and information on current youth-related topics. Participants will also spend two hours at a school building conducting a “Site Assessment.”

The Course is designed for any law enforcement officer working in an educational environment. This course, following the SRO Triad model, advances the SRO's knowledge and skills as a law enforcement officer, informal counselor, and educator.

Course Objectives:

- Learn strategies to work closely with school administrators on problem solving and crime prevention strategies.
- Develop a better understanding of the causes and solutions for school violence.
- Conduct a site assessment on the school buildings within their school district.

PREREQUISITES: It is recommended that participants attend the NASRO Basic SRO course prior to attending the Advanced SRO course.

TEACHING METHODOLOGY: This course uses a combination of classroom and interactive techniques, lecture, power point presentations, video presentation, handout materials and practical scenarios

METHODS OF EVALUATION: Successful completion of the course requirements will be measured by participant participation and the CPTED presentation on the final day of class.

ATTENDANCE POLICY: Participants of the Advanced class will be allowed to miss no more than 10% of the course time. Individuals who miss more than the allowed time will receive “certificates of attendance” rather than the standard “certificate of completion”.

COURSE OUTLINE:

I. Introduction

II. Leadership and Working Effectively with the School Community

Module Rationale and Overview:

Leadership is a quality that all Advanced SRO's need to demonstrate in all aspects of their day to day duties. This module will discuss why this leadership role is so vital to the success of any school -based policing program. This module will also examine how the SRO will utilize exceptional leadership qualities to work effectively with school staff, administration, students, parents, and the community.

Learner Objectives:

- The learner will understand the importance of effective leadership and how this leads to a more efficient partnership with the school community.
- The learner will gain a better understanding of the overall structure of the school community and how the structure impacts their role as a SRO.
- The learner will reflect upon their own personal experiences with the school community and identify ways they could enhance their communication skills to become more effective.
- The learner will reflect upon ways he or she can improve their skills as an SRO in the triad areas of Law Enforcement Officer, Informal Counselor, and Educator.

III. General Legal Updates

Module Rationale and Overview:

School resource officers play an essential and unique role in campus safety. Each officer remains sworn to enforce and uphold the law while taking on the added task of assisting educators in maintaining a safe climate. The goal of this module is to strengthen your understanding and clarify the school/SRO collaboration within the bounds of what the law requires and allows.

This module is designed to provide generalized information regarding the continual legal decisions that potentially or directly impact the daily duties and responsibilities of the school resource officer and the school team.

Learner Objectives:

- The learner will be able to locate available legal issue related resources to address local school/district concerns and questions.
- The learner will be able to explain how the generalized legal updates have a potential relationship to their school/district's current needs.

IV. Interviewing Skills for the SRO

Module Rationale and Overview:

This module will focus on the school resource officer conducting student interviews in a school setting. To conduct successful interviews, the school resource officer will administer active listening skills to get the interviewee to elaborate on the topic being discussed.

Learner Objectives:

- The learner will achieve an understanding of active listening skills.
- The learner will achieve a basic understanding of interviewing skills.
- The learner will be able to conduct a successful interview by using active listening techniques.

V. Technology and Social Media Online Based Investigations

Module Rationale and Overview:

This module will give the school resource officer an understanding of the types of online based incidents that they are likely to encounter along with a logical approach to investigating these incidents. This module will provide information, resources, and skills helpful in online investigations. In addition, you will gain insight to enhance your student Internet safety prevention programs.

Learner Objectives:

- The learner will gain an awareness of the most common online based crimes affecting students.
- The learner will be able to merge traditional investigative skills with the element of technology and understand a logical progression of investigative steps for online crimes.
- The learner will have the ability to retrieve online/cellular based information and be able to distinguish the various types of information, how long it may be available, and the legal process needed to retrieve the information.

VI. Threat Assessment

Module Rationale and Overview:

The purpose of this module is to guide school and law enforcement personnel in the establishment of threat evaluation teams. With this information schools, and those that reside in them, will be better able to make informed decisions regarding threats of varying degrees and suggestions on how to deal with those who make the threats.

Learner Objectives:

- The learner will recognize some commonalities of youth in crisis.
- The learner will be able to formulate a composition of a threat assessment team and their functions.
- The learner will be able to assist in establishing responses to various threat levels.

VII. Incident Command System for Schools

Module Rationale and Overview:

The purpose of this module is to give school resource officers the knowledge to assist their schools in applying the Incident Command System. The module includes an overview of the National Incident Management System and local Emergency Operations Plans which will aid an SRO in connecting the school plan to the larger community.

Learner Objectives:

- The learner will have an increased understanding of the application of the Incident Command System to an educational environment.
- The learner will have a better understanding of the National Incident Management System and how it may impact schools.
- The learner will have a basic knowledge of a local Emergency Operations Plan.

VIII. Crime Prevention Through Environmental Design

Module Rationale and Overview:

Crime Prevention Through Environmental Design (CPTED) will assist the school resource officer in the prevention of unwanted activity around the school by creating a sense of ownership and the perception of a safe and welcoming setting to enhance the learning environment.

Learner Objectives:

- The learner will be acquainted with physical and behavioral elements that make students feel safe or unsafe.
- The learner will gain an understanding of the CPTED concept and six principles from which improvement strategies may be developed.
- The learner will be familiar with of how CPTED may be applied in a school environment.

IX. Skills Assessment

Module Rationale and Overview:

During this module, participants will apply information and skills learned within the NASRO Advanced Course to an on-site practical skills assessment. Participants will show mastery of skills learned by creating a presentation of the assessment findings.

Learner Objectives:

- The learner will use skills and knowledge learned from previous modules and apply them to a practical assessment.

NASRO Advanced School Resource Officer Training Agenda

Day One

8:00am	9:00 am	Registration, Welcome, Introductions, Course Overview
9:00am	10:30am	Leadership and Working Effectively with the School Community
10:30am	12:00pm	General Legal Updates
12:00pm	1:00pm	Lunch
1:00pm	2:00pm	General Legal Updates
2:00pm	5:00pm	Interviewing Skills for the School Resource Officer

Day Two

8:00am	10:00am	Technology and Social Media
10:00am	12:00am	Threat Assessment
12:00pm	1:00pm	Lunch
1:00pm	2:00pm	Threat Assessment
2:00pm	5:00pm	Incident Command System for Schools

Day Three

8:00am	12:00am	Crime Prevention Through Environmental Design (CPTED)
12:00pm	1:00pm	Lunch
1:00pm	3:00pm	CPTED: Practical Exercises and Reports
3:00pm	5:00pm	Skills Assessment

Day One

Day one begins with a brief overview of school based policing programs and the history of the SRO program. The importance of the SRO in a leadership role and effective communication will be discussed. General law updates will be explored by participants. The day will conclude with interview skills for the SRO.

Day Two

During day two, participants will learn the latest in technology and the impact on the school environment. Participants will also discuss threat assessment tools and Incident Command for the school setting. Focus will be given to the SRO's role on the school safety team.

Day Three

Participants will participate in specific crime prevention techniques designed for the educational environment. A major portion of the day is spent in an overall school safety assessment incorporating Crime Prevention Through Environmental Design principals. Hands-on, practical applications are utilized, as participants will be required to visit a local school (when possible) and complete a comprehensive site survey of the campus. Time is allowed for presentation preparation. Discussions allow for participants to seeking advice, additional information, or the opportunity to share experiences with the class. A course review takes place before evaluations and closing.

School Resource Officer — All Staff

For the following questions, we are interested in learning more about your thoughts on having a school resource officer in your building.

Question	Response Options								
<p>How does the presence of a school resource officer affect the overall climate of your building?</p>	Very negative effect	Moderately negative effect	Slightly negative effect	Neither negative nor positive effect	Slightly positive effect	Moderately positive effect	Very positive effect	I do not know	My building does not have a school resource officer
<p>How important is it to have a school resource officer in your building?</p>	Not at all important	Slightly important	Somewhat important	Quite important	Extremely important				

Background Questions — Instructional Staff

- What is your role?
- What is your gender?
- What is your race or ethnicity?
- For how many years have you worked at this school?
- For how many years have you taught/worked in education?
- What grade level do you primarily teach?
- What subject do you primarily teach?

School Resource Officer

For the following questions, we are interested in learning more about your thoughts on having a school resource officer at your school.

Grades 3-5

Question	Response Options							
How safe or unsafe do you feel having a school resource officer at school?	Very unsafe	Somewhat unsafe	Slightly unsafe	Neither safe nor unsafe	Slightly safe	Somewhat safe	Very safe	My school does not have a school resource officer
How helpful is it to have a school resource officer at your school?	Not at all helpful	Slightly helpful	Somewhat helpful	Quite helpful	Extremely helpful	My school does not have a school resource officer		

Grades 6-12

Question	Response Options							
How safe or unsafe do you feel having a school resource officer at school?	Very unsafe	Somewhat unsafe	Slightly unsafe	Neither safe nor unsafe	Slightly safe	Somewhat safe	Very safe	My school does not have a school resource officer
How comfortable do you feel being around your school resource officer?	Not at all comfortable	Slightly comfortable	Somewhat comfortable	Quite comfortable	Extremely comfortable	My school does not have a school resource officer		
How helpful is it to have a school resource officer at your school?	Not at all helpful	Slightly helpful	Somewhat helpful	Quite helpful	Extremely helpful	My school does not have a school resource officer		
How positive or negative has your experience been with school resource officers at your school?	Very negative	Moderately negative	Slightly negative	Neither negative nor positive	Slightly positive	Moderately positive	Very positive	My school does not have a school resource officer I have never interacted with my school resource officer

Police/School Resource Officer

For the following questions, we are interested in learning more about your thoughts on having a school resource officer at your child's school.

Question	Response Options								
<p>How does the presence of a police/school resource officer affect the overall climate of your child's school?</p>	Very negative effect	Moderate-ly negative effect	Slightly negative effect	Neither negative nor positive effect	Slightly positive effect	Moderate-ly positive effect	Very positive effect	I do not know	My child's school does not have a school resource officer
<p>How important is it to have a police/school resource officer at your child's school?</p>	Not at all important	Slightly important	Some-what important	Quite important	Extremely important				
<p>How positive or negative has your experience been with school resource officers at your school?</p>	Very negative	Moderate-ly negative	Slightly negative	Neither negative nor positive	Slightly positive	Moderate-ly positive	Very positive	I do not know	My child's school does not have a school resource officer
<p>How comfortable does your child feel around police/school resource officers on campus?</p>	Not at all comfortable	Slightly comfortable	Some-what comfortable	Quite comfortable	Extremely comfortable	I do not know	My child's school does not have a school resource officer		



PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL DISTRICT AND POLICE DEPARTMENT

Purpose

The purpose of this document is to set forth guidelines to ensure that the police department and the school district have a shared understanding of the role and responsibilities of each in maintaining safe schools, improving school climate, and supporting educational opportunities for all students.

This document sets forth an understanding on the part of the parties involved that schools are meant to be places where students can learn from their mistakes in order to grow into healthy, productive adults.

It is the role of teachers and other educators within the school district to respond to inappropriate and unlawful student behavior in a way that supports personal growth and learning opportunities for all students. It is further the goal of the school district that school discipline be administered in such a way as to keep students within the classroom setting to the greatest extent practicable. Wherever possible, school-based infractions shall be addressed through the use of non-punitive interventions that improve school safety and academic performance (e.g. classroom interventions, counseling services, restorative justice, peer mediation, etc.), and not through harsh, exclusionary measures, tickets, or arrests. To the extent practicable, the school district and police department must limit the use of out-of-school suspensions and expulsions to incidents that involve conduct that poses a serious and credible threat to the safety of pupils and staff.

The school district and police department have a shared goal to reduce justice-system involvement of all students.

Involvement of Police Department in a School-Based Infraction

1. The police department's role within the school district is a limited one. It is not the police department's role to enforce school disciplinary rules or punish students for misbehavior. The purpose of the police department's involvement in school-based incidents is to assist the school district in maintaining safe schools with positive learning environments and to provide a law enforcement resource should serious incidents take place within any schools. Police involvement should not be requested in a situation that can be safely and appropriately handled by the school district's internal disciplinary procedures.
2. The school principal or designee must attempt to de-escalate school-based incidents involving students wherever possible prior to calling or otherwise involving the police department.
3. The decision to involve the police department in any school-based incident must be made by a principal or designee.
4. Police involvement in school-based incidents should be limited to situations when it is:
 - a. Necessary to protect the physical safety of students and staff from imminent harm; or
 - b. Appropriate to address criminal behavior of persons other than students.
5. Tickets and arrests may only be used for the following incidents:
 - a. Fights involving serious bodily harm, or any fights which necessitate medical treatment for any of the participants;
 - b. Other serious violent offenses, such as robbery, arson, or sexual assault;
 - c. Use or possession of dangerous weapons, such as knives, guns, or brass knuckles. Other items which could be used as weapons shall only result in police intervention if a clear intention to use the item as a weapon can be established.
 - d. The sale of illegal drugs or alcohol.
 - e. Offenses designated as requiring a referral to law enforcement per school district board policy.

6. A school principal or designee shall be consulted prior to the arrest of a student.
7. A student's parent or guardian shall be notified immediately when they are issued a ticket or arrested.
8. A School Resource Officer (SRO) or other law enforcement officer acting in his or her official capacity on school grounds, in a school vehicle, or at a school activity or sanctioned event, who issues a summons, ticket, or other notice requiring the appearance of a student in court or at a police station for investigation relating to an offense allegedly committed on school grounds, in a school vehicle, or at a school activity or sanctioned event, must notify the principal of the school or his or her designee of the issuance of the summons, ticket, or other notice within twenty four hours after the issuance of the summons, ticket, or other notice.

Procedures Concerning Other Police Conduct in Schools

9. The police may conduct a search of a student's person, possessions, or locker only where there is probable cause to believe the student committed or is committing a felony offense and the offense at issue poses the threat of serious and immediate injury an individual within the school community.
10. A principal or designee shall be consulted before the police conducts a search on a student's person, possessions, or locker.
11. The police shall not request that school officials conduct a search of a student's person, possessions, or locker in order to evade the probable cause standard articulated above.
12. Questioning by the police of a student that may result in criminal consequences shall only be reserved for conduct that constitutes a serious and immediate threat to an individual within the school community. Notice of such questioning shall be given to a principal or designee. If the student to be questioned is under the age of 18, the student's parent or guardian must be notified prior to questioning.
13. Physical restraints (handcuffs, Tasers, Mace, pepper spray, or other physical and chemical restraints) shall only be used for conduct that poses a serious and immediate threat to an individual within the school community and where less intrusive measures of restraint have failed.
14. Strip searches of students by police or school officials are prohibited.
15. Police officers responding to a school-based infraction shall be notified by the principal or designee of any students involved who possess disabilities and/or an Individualized Education Plan ("IEP") and who therefore may require special treatment or accommodations. Police involvement with students with disabilities shall be in accordance with the student's individualized education program (IEP), any behavior intervention plan, 504 Plan, and board policies.
16. Immigration officials shall not be permitted on school campus at any time, and student information shall not be shared with immigration officials.

Transparency, Accountability, and Training

17. Selection of an SRO for each school will be made by an open committee with representation from students, parents, community members, teachers, and school administration.
18. Any school employee who fails to follow the protocol established above in paragraphs 1 through 16, resulting in the unnecessary involvement of the police, shall be subject to corrective action.

19. A stakeholder group of students, teachers, administrators, parents, and community leaders shall monitor adherence to this MOU on the part of the police and school district. This group shall be empowered to receive any and all data related to school-based offenses from the police and school district and shall make recommendations concerning school disciplinary issues and/or changes to this MOU. This stakeholder group shall meet regularly with district and police officials to discuss issues of school safety and climate.
20. The police and school district shall respond to violations of this MOU identified by the stakeholder group with 1) written acknowledgment of the violation; and 2) written policies and/or measures taken to prevent similar future violations.
21. The school district and police department shall maintain records of every school-based incident resulting in police involvement disaggregated by description of the incident, names of school officials involved, manner in which the police was notified, searches/questioning of students, tickets, citations, or summonses issued, arrests made, filing of delinquency petitions, referrals to a probation officer, and other referrals to the juvenile justice system. Data shall also be disaggregated by race, ethnicity, age, school, grade, gender, ELL status, and disability status of the student(s) involved.
22. Each record described above shall also include information on any suspension, expulsion, disciplinary transfer, or other disciplinary consequence imposed on the student.
23. Prior to being assigned to any school-based incidents, police officers shall be trained on their role within schools and on the rights afforded to students. Further, they shall be trained on: child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and the creation of safe spaces for lesbian, gay, bisexual, transgender, and questioning students. Such trainings shall continue on an annual basis.
24. Police shall create a user-friendly system for students, parents, or other individuals to lodge complaints against police officers. Such complaints may be given orally or in written form.
25. The complaint system must provide for independent investigation of any and all allegations as well as swift and comprehensive redress.
26. Parents must be able to lodge complaints in their native language.
27. The complaint system must protect the identity of the complainant(s).
28. Complainants shall receive written notification of the resolution of complaints within 30 days or else written notification of the need for additional time to resolve the complaint including concrete and specific actions taken to work toward resolution of the complaint.
29. Where allegations of serious abuse are pending against a police officer, that officer may not be further deployed to respond to any school-based infraction.
30. Where allegations of serious abuse against a police officer are substantiated, that officer must be permanently suspended from any assignment relating to a school-based infraction.
31. All parents and students in the school district shall be made aware of the complaint system. Verbal and written dissemination of information about the complaint system shall be made in the native languages of parents in the school district.

SUMMARY OF 2013 INTERGOVERNMENTAL AGREEMENT BETWEEN DPS AND DPD

This is a brief summary of the key policies and language contained in the 2013 Intergovernmental Agreement (IGA) between Denver Public Schools (DPS) and the Denver Police Department (DPD). The IGA was publicly signed by DPS Superintendent Tom Boasberg and DPD Police Chief Charlie White in February 2013, following negotiations with youth leaders from Padres y Jóvenes Unidos, a Denver-based parent and youth group, who have worked to end the school-to-prison pipeline in Colorado for over a decade.

1. The IGA contains policy language which clarifies/limits the role of School Resource Officers (SROs).
 - SROs must differentiate between disciplinary issues and crime problems and respond appropriately.
 - SROs must de-escalate school-based incidents whenever possible.
 - SROs must understand that DPS has adopted a Discipline Policy that emphasizes the use of restorative approaches to address behaviors, and is designed to minimize the use of law enforcement intervention.
2. The IGA contains due process protections for parents and students.
 - Parents must be notified as soon as possible when students are ticketed or arrested.
 - Principals must be notified within a reasonable time period when a student is ticketed or arrested.
 - Students must be questioned, when necessary, in a manner and time when it has the least impact on a student's schooling.
 - SROs must be notified if a student involved in a school-based infraction possesses disabilities and/or an Individualized Education Plan (IEP) and who therefore may require special treatment or accommodations.
3. The IGA requires meetings between SROs and community stakeholders.
 - SROs will meet with community stakeholders at least once per semester.
 - SROs will participate in meetings with school administration when requested.
4. The IGA requires training of SROs and school administrators on how best to deal with youth in schools.
 - School principals and SROs will attend three two-hour citywide trainings per year, once at the beginning of the school year and once during each semester.
 - DPD officers will be trained on their role within DPS' schools and on the rights afforded to students.
 - Training topics may include such topics such as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and the creation of safe spaces for lesbian, gay, bisexual, transgender, and questioning students.

**INTERGOVERNMENTAL AGREEMENT CONCERNING THE FUNDING,
IMPLEMENTATION AND ADMINISTRATION OF
PROGRAMS INVOLVING POLICE OFFICERS IN SCHOOLS**

THIS INTERGOVERNMENTAL AGREEMENT, dated as hereinafter set forth, is made by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (hereinafter referred to as the “City” or the “Police Department”) and SCHOOL DISTRICT NUMBER ONE (hereinafter referred to as “DPS”, the “School District” or the “District”) (collectively as “Parties”).

THE PARTIES AGREE AS FOLLOWS:

1. AUTHORITY: This Intergovernmental Agreement (“IGA”) is made by and between the Parties in accordance with C.R.S. Section 29-1-203, *et seq.*
2. PURPOSE: The purpose of this IGA is to provide for the health, safety and welfare of Denver Public School students by providing for partnership programs involving fifteen (15) police officers or School Resource Officers (“SROs”), assigned by the Police Department to DPS middle schools and high schools (“SRO Partnership”).
3. THE CITY’S OBLIGATIONS & RESPONSIBILITIES:
 - a. Subject to annual appropriation by the City and the availability of appropriated funds, the City will pay the remaining funds in excess of the funds paid by the School District for SRO services to pay for police officers to support the SRO Partnership. The City will also furnish any equipment and training state law requires for the operation of the SRO Partnership.
 - b. The Police Department will schedule the working hours of the SROs supporting the SRO Partnership, taking into account the 2012/2013 school year calendar of the school where each SRO is assigned. The hours of SRO availability will be during normal school hours while the school of assignment is in session. Adjustments outside these regular hours shall be by mutual agreement in writing between school administration and the Police Department designee.
 - c. Officers supporting the SRO Partnership will be City employees recruited and employed by the Police Department. The SROs’ salaries, payroll taxes, payroll based expenses, including workers’ compensation insurance, and benefits are the responsibility of, and will be paid exclusively by the City.
 - d. Notwithstanding anything to the contrary herein, all scheduling, deployment and, supervision of the SROs supporting the SRO Partnership will be the responsibility of the Police Department.
 - e. The Police Department reserves the right to remove/re-assign any SRO as long as prior notification has been given to DPS.

- f. The Police Department reserves the option and is not obligated to substitute police officers when any regularly scheduled SRO is not available to support the SRO Partnership.
- g. The Police Department and Denver Public Schools are jointly responsible for the decision to select the schools that are part of the SRO Partnership.

4. THE SCHOOL DISTRICT'S OBLIGATIONS & RESPONSIBILITIES

Denver Public Schools reserves the right to request the removal/re-assignment of any SRO for any reasonable cause DPS provides in writing to the Police Department after other attempts to correct the problem have been explored. The District Commander shall consider DPS's input when determining the removal or reassignment of any SRO and the District Commander shall have the final decision concerning the removal or reassignment of any SRO.

5. MUTUAL OBLIGATIONS & RESPONSIBILITIES

- a. The Police Department and Denver Public Schools understand the importance of ensuring that each SRO embraces and works collaboratively with school administration and understands the school culture they are a part of. Therefore, selection of SROs assigned to the SRO Partnership will be made through a collaborative process involving the Police Department and DPS school administration. Notwithstanding the foregoing, the District Commander from the district where the SRO is assigned to the SRO Partnership shall have the final decision as to the placement of each SRO.

The City and the School District retain all of their respective rights and obligations under the Colorado Governmental Immunity Act, CRS 24-10-101, et seq. The City specifically assumes no responsibility for the implementation, operation or administration of this program.

- b. High School/Middle School Resource Officer. The mission of the High School/Middle School SRO is to provide for and maintain a safe, healthy and productive learning environment while acting as a positive role model for students in Denver Public Schools by working in a cooperative, proactive, problem-solving partnership between the City and the School District. The following also sets forth guidelines to ensure that DPD and DPS have a shared understanding of the roles and responsibilities of each in maintaining safe schools, improving school climate, and supporting educational opportunities for all students.
- c. The High School/Middle School SRO will:
 - i. Differentiate between disciplinary issues and crime problems and respond appropriately.
 - ii. De-escalate school-based incidents whenever possible.
 - iii. Understand that the District has adopted a Discipline Policy that emphasizes the use of restorative approaches to address behaviors, and is designed to minimize the use of law enforcement intervention.

- iv. Enhance school safety on school grounds to help foster a safe and secure learning environment.
- v. As partners with the District, when appropriate and to the extent that SROs are familiar with various City agencies or community organization; SROs may assist school staff and students with locating such City agencies or community organizations.
- vi. As partners with the District, when appropriate, SROs may assist with resolving law enforcement issues that affect the School District and the broader community.
- vii. Provide a positive liaison between the Police Department, the students, the school administration and the District security department.
- viii. Participate in meetings with school administration when requested by school administration during the SROs normal shift.
- ix. Officers making an arrest or writing a citation/summons to a student at school, at a school event, or on a school vehicle shall notify the school principal or the principal's designee in a reasonable time period, not to exceed the mandates set forth by state law.
- x. Question students in a manner and a time when it has least impact on the student/suspect's schooling so long as the delay in questioning does not interfere with the effectiveness of an investigation.

d. The School District will:

- i. Provide a school district coordinator.
- ii. Provide a school facilitator (liaison in the school).
- iii. Provide an office/storage or work space for SRO's materials and personal effects.
- iv. Provide time for their school principals or their designees and the assigned SROs to attend three two-hour citywide training meetings per year, one at the beginning of the school year and once during each semester, and will excuse SROs to attend additional trainings as may be required by the P.O.S.T. Board. Such trainings may include topical areas such as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and the creation of safe spaces for lesbian, gay, bisexual, transgender and questioning students. Any training beyond those specifically required by the P.O.S.T. Board must be agreed upon by both the District and the Police Department.
- v. Provide students and classroom for classes.
- vi. Provide equipment and supplies (chalkboard, overhead projector, VCR/TV and some printing).
- vii. School administration will arrange meetings with the SRO as needed by the school administration..
- viii. De-escalate school-based incidents whenever possible.
- ix. Make every effort possible to handle routine discipline (code of conduct) within the school without involving the SRO in an enforcement capacity (issuing citations) unless it absolutely necessary or required by law.
- x. Cooperate with Police Department-initiated investigations and actions without hindering or interfering with the Police Department's or the assigned SRO's official duties.
- xi. Provide ongoing feedback to the Police Department designee for evaluation purposes.

- xii. Offer an opportunity for the SRO and school administration to meet with community stakeholders at least once per semester.
 - xiii. Notify parents as soon as possible when students are ticketed or arrested.
 - xiv. Notify officers responding to a school-based infraction if any student involved possesses disabilities and/or an Individualized Education Plan (“IEP”) and who therefore may require special treatment or accommodations.
- e. The Police Department will:
- i. Provide SRO supervision.
 - ii. Provide SRO-trained police officer, when such training is required by state statute.
 - iii. Provide SRO training to comply with state requirements, when such training is required by state statute.
 - iv. Provide the SRO with uniforms and equipment..
 - v. Follow the agreed upon schedule for deployment of SRO’s at high schools and middle schools.
 - vi. Ensure that a member of the Police Department District Command Team, having a rank of Lieutenant or above, maintain communication with DPS school administration and conduct face to face meetings at least twice per semester to evaluate the performance of services provided by the SRO.
 - vii. Train DPD officers on their role within DPS’s schools and on the rights afforded to students as required by the P.O.S.T. Board. Trainings may include such topics as child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; and the creation of safe spaces for lesbian, gay, bisexual, transgender, and questioning students. Any training beyond those specifically required by the P.O.S.T. Board must be agreed upon by both the District and the Police Department.
- f. Special Considerations:
- i. Police Department/School District
 1. Although SROs will be working in conjunction with the school staff, they will report directly to the Police Department assigned sergeant on any administrative matters and will follow the Police Department command structure.
 2. The School District acknowledges that SROs are required by policy and procedure to perform various tasks throughout the year, that may include, but not limited to: weapons qualification required by the Police Department; in service training required by the Police Department; and court appearances.
 3. Although the primary duty of an SRO is to handle criminal matters at the school, SROs may use discretion allowed them under Police Department policy.
 4. Although SROs remain employees of the Police Department, SROs are required to spend their duty day on the campus of the school(s) they are assigned to except as required to perform other assigned duties by the Police Department.

6. REIMBURSEMENT BY SCHOOL DISTRICT.

- a. School District's Cost of SRO Partnership/Invoicing and Payments. The total projected cost of the High School/Middle School SRO Partnership is \$1,513,823. Except as provided herein, from August 12, 2012 through June 4, 2013, DPS agrees to pay, and the City agrees to accept, as full and complete compensation to the City for SRO Partnership, a fixed cost of Six Hundred and Thirty Six Thousand and No/100 Dollars (\$636,000.00) payable on a pro-rated monthly basis during the term hereof. Invoices for DPS's portion of the cost sharing arrangement are due and payable in full upon receipt.
- b. Fund Availability. The City and DPS acknowledge that (i) neither party by this IGA irrevocably pledges present cash reserves for payments in future fiscal years, and (ii) this IGA is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either party. The Parties understand and agree that any expenditure of the City shall extend only to funds appropriated by the Denver City Council for the purpose of this IGA, encumbered for the purpose of the IGA and paid into the Treasury of the City.

7. SRO SCHEDULE AND ASSIGNMENT.

- a. The SRO Partnership will consist of having an officer in each of the District's contracted high schools and middle schools on an alternating basis eight hours per day for five days per week, or 40 hours per each school per two week period for the School District year. School assignments are included as Appendix A to this Agreement.
- b. The pattern of alternation can be set by the mutual agreement of the SRO supervisor and the school principal, assuring an even split of the SRO's time between each of his/her two schools.
- c. The School District or school of assignment may request from the District Commander of the district where a SRO is assigned to the program that a SRO or other patrol officer be assigned additional hours and/or days beyond their normal working hours. The District Commander has the sole and absolute discretion regarding assignments of SROs or other patrol officers beyond the assigned contracted days. If the School District or school of assignment requests and obtains approval for additional coverage from the District Commander, the Police Department may seek compensation or reimbursement for the additional cost associated with that coverage, if any, to be paid from the budget of the school of assignment.

8. TERM/Miscellaneous Provisions:

- a. Term. This IGA shall be effective for five (5) school years unless it is terminated earlier as provided herein. The initial one (1) year term of this IGA begins in the 2012-2013 school year. Service days will be determined by the individual school calendar where SRO's are assigned. After the initial one (1) year term, the School District may renew the IGA for four (4) additional one (1) year terms by providing written notification to the City its intent to renew thirty (30) days before the expiration date . Any option to extend the term of the IGA

is effective only after the City agrees to extend the term. The cost to extend the term each school year will be mutually agreed to by the Parties in writing. For planning and budgeting purposes, the City shall provide the estimated cost of the SRO Partnership to the School District no later than April 30 of each year. Thereafter, the City will confirm the actual cost of the SRO Partnership for the following year before the spring semester will be determined prior to July 1 of the subsequent year, subject to officers' salary revisions contracted by the City.

- b. Any extension of this IGA is subject to annual appropriation of funds by both the City and the School District.
- c. Assignment: The School District shall not assign or otherwise transfer this IGA or any right or obligation hereunder without prior written consent of the City.
- d. Law: This IGA is subject to and shall be interpreted under the laws of the state of Colorado, and the Denver City Charter, City Revised Municipal Code, Ordinances, Rules and Regulations of the City and County of Denver, Colorado, a Colorado Home Rule City. Court venue and jurisdiction shall exclusively be in the Colorado District Court for Denver County, Colorado. The school District shall ensure that the School District and the School District employees, agents and officers are familiar with, and comply with, applicable federal, state and local laws and regulations as now written or hereafter amended.
- e. Appropriation of Funds: In accord with the Colorado Constitution, Article X and the City Charter, performance of the city's obligations under this IGA are expressly subject to the appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this IGA, or appropriated funds may not be expended due to City Charter spending limitations, the City may terminate this IGA without compensation to the School District. The School District's participation under this IGA is subject to annual appropriation of funds by the School District.
- f. Termination:
 - i. The City may terminate this IGA with the School District for the City's convenience upon thirty (30) days' written notice to the School District without compensation to the School District.
 - ii. The School District may terminate this IGA with the City for the School District's convenience upon thirty (30) days' written notice to the City without compensation to the City except for services actually performed prior to the termination or during the thirty (30) day notice period.
- g. Integration: This IGA is a completely integrated agreement and contains the entire agreement between the Parties. Any prior written or oral agreements or representations regarding this agreement shall be of no effect and shall not be binding on the School District or the City. Further, the School District and the City acknowledge and agree that this is a negotiated text

agreement, that as such no term shall be construed against the School District as the author thereof.

- h. No Third Party Beneficiary: It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this IGA shall give or allow any such claim or right of action by any third person or entity. Any third party receiving services or benefit under this IGA shall be deemed to be incidental beneficiaries only.
- i. Entire Agreement: This IGA constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this IGA may be amended only in writing and executed by duly authorized representatives of the Parties.
- j. Local Concern: The Parties agree and acknowledge that the activities contained in this IGA are matters of local concern only, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this IGA shall be construed as matters of statewide concern.
- k. Liability of The Parties: The provision of services under this IGA is for the benefit of both Parties to the IGA. Each party agrees to be responsible for its own liability incurred as a result of its participation in this IGA. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this IGA.
- l. No Liability For Breach Or Termination:
 - i. The School District shall have no claim or action at law against the City for breach or termination of this IGA by the City, and the School District expressly waives and releases the City from any claim or action at law or equity under, or resulting in any manner from, this IGA.
 - ii. The City shall have no claim or action at law against the School District for breach or termination of this IGA by the School District, and the City expressly waives and releases the School District from any claim or action at law or equity under, or resulting in any manner from, this IGA.
- m. Electronic Signatures and Electronic Records: the School District consents to the use of electronic signatures by the City. The IGA, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the IGA solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the IGA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Intergovernmental Agreement on the dates indicated below.

(SIGNATURE PAGES TO FOLLOW)



Juvenile Justice Advisory Committee
School/Police *Just.Start* Program

Memorandum of Agreement

By and Between

_____ Public Schools

and

_____ Police Department

I. Introduction

Schools and law enforcement share responsibility for school safety and must work together with complimentary policies and procedures to ensure a safe learning environment for students. This document expresses the agreement of the parties for responding to non-emergency school disruptions. It strives to ensure a consistent response to incidents of student misbehavior, clarify the role of law enforcement in school disciplinary matters, and reduce involvement of police and court agencies for misconduct at school and school-related events.

The parties agree to the following principles upon which this agreement is founded.

- A. The vast majority of student misconduct can be best addressed through classroom and in-school strategies and maintaining a positive climate within schools rather than by involvement of the justice community.
- B. The response to school disruptions should be reasonable, consistent and fair with appropriate consideration of relevant factors such as the age of the student and the nature and severity of the incident.
- C. Students should be held accountable for their actions through a graduated response to misconduct that provides a continuum of services and increasingly more severe sanctions for continued misbehavior.
- D. Disruptive students should receive appropriate redirection and support from in-school and community resources prior to the consideration of suspension, expulsion, involvement of the police, or referral to court.
- E. Clarifying the responsibilities of school and police personnel with regard to non-emergency disruptive behavior at school and school-related events promotes the best interests of the student, the school system, law enforcement and the community at large.

II. Purpose of Agreement

The purpose of this agreement is to encourage a more consistent response to school incidents and to reduce the number of referrals of students to court by establishing guidelines for the handling of non-emergency disruptive behavior at school and school-related events by school and police personnel.

III. Terms of the Agreement

A. Summary of Key Points

The parties agree to:

1. Convene a School/Police Collaboration Team;
2. Share this agreement with a copy to all school and police personnel;
3. Provide necessary and regular staff training on implementation of the agreement;
4. Put into practice a graduated response to student misbehavior;
5. Monitor implementation of the agreement;
6. Collect data and assess the effectiveness of the agreement; and
7. Modify the agreement as appropriate.

B. Key Factors in Making Disciplinary Decisions

The parties agree that when determining consequences for students' disruptive behavior the following factors shall be considered, if information on the factors is available.

1. Age, health, and disability or special education status of the student.
2. Prior conduct and record of behavior of the student.
3. Previous interventions with the student.
4. Student's willingness to repair the harm.
5. Parents' willingness to address any identified issues.
6. Seriousness of the incident and degree of harm caused.

The parties agree that when determining consequences for student's disruptive behavior the following factors shall not be considered:

1. Race/ethnicity, gender, gender identity, sexual orientation, religion and national origin of the student and family.
2. Economic status of the student and family.

C. Graduated Response Model

Classroom Intervention - The classroom teacher plays a prominent role in guiding, developing and reinforcing appropriate student conduct and is acknowledged as the first line in implementing the school discipline code. As such, this model begins with a range of classroom management techniques that must be implemented prior to any other sanctions or interventions. Classroom intervention is managed by the teacher for behaviors that are passive and non-threatening such as dress code violations, and

violations of classroom rules. School Resource Officers (SROs) should not be involved at this level. More than three incidents of the same behavior, if not in the same day, could lead to School Administrator Intervention. Classroom intervention options might include redirection, reteaching, school climate initiatives, moving seats; and the teacher should initiate parental contact.

School Administration Intervention - Classroom interventions must be supported by school administrators who address more serious or repetitive behaviors and behaviors in school but outside of the classroom. Examples of behaviors at this level include repetitive patterns, defacing school property, truancy, threatening and behaviors in hallways, bathrooms, courtyards and school buses. Administration intervention options might include time in the office, after school detention, loss of privilege, reparation, and/or parent conference.

Assessment and Service Provision - When the behavior and needs of the student warrant, an assessment process and intervention with the use of school and community services is appropriate. This intervention is managed by the school administrator or a student assistance team (SAT). Repetitive truancy or defiance of school rules, and behaviors that interfere with others such as vandalism or harassment belong at this level as well as misbehaving students who would benefit from service provision. Assessment and service intervention options should include any Classroom or School Administration interventions and might include referral to a juvenile review board (JRB) or community service or program, suspension, expulsion or referral to court. Truant behavior should not lead to an out-of-school option. Police can be involved in their role on SATs and JRBs.

Law Enforcement Intervention - Only when classroom, school and community options have been found ineffective (or in an emergency) should the school involve the police, including the SRO. Involvement of the police does not necessarily mean arrest and referral to court. This intervention is managed by the police. Behaviors at this level must be violations of criminal law, but only after Classroom, School Administration and Assessment and Service interventions have been tried. Law enforcement options may include verbal warning; conference with the student, parents, teachers and/or others; referral to a JRB and/or community agencies; and referral to court.

Graduated Response Model Chart for

Revised as of _____

	Types of Behavior	Intervention Options
Classroom Interventions		
School Administration Interventions		
Assessment and Service Provision		
Law Enforcement Interventions		

D. Police Activity at Schools

The parties agree that police need to follow certain protocols when on school grounds in non-emergency circumstances as follows.

1. Police will act through school administrators whenever they plan any activity on school grounds.
2. Officers entering school grounds will be aware of the potential disruption of the educational process that police presence may cause.
3. Prior to entering a school to conduct an investigation, arrest or search, officers will consider the necessity of such action based on:
 - a. The potential danger to persons;
 - b. The likelihood of destruction of evidence or other property;
 - c. The ability to conduct the investigation, arrest or search elsewhere.
4. When taking a student into custody:
 - a. Officers should make reasonable efforts to avoid making arrests or taking students into custody on the school premises.
 - b. Whenever possible, students should be taken into custody out of sight and sound of other students.
5. For communities with School Resource Officers, the SRO will not be responsible for student discipline or enforcement of school rules, although the SRO may provide assistance to school personnel. The SRO will work collaboratively with the school administrator to determine the goals and priorities for the SRO program and the parameters for SRO involvement in school disciplinary matters.

IV. Data Collection and Monitoring

The parties agree that they will provide baseline data for comparison purposes and regularly collect, share, monitor and report data resulting from the implementation of this agreement.

Data Collection – on a quarterly basis, the following information will be collected.

School—number and types of disciplinary actions, numbers and demographics of students involved, referrals to police.

Police—number and types of school incidents for which police incident reports are written, police actions on incidents.

For comparison purposes, the parties agree to retrieve the above data for a year prior to the signing of the agreement and quarterly after the signing of the agreement.

Monitoring and Oversight – on a regular basis and at least quarterly, parties acknowledge and agree that the School/Police Collaboration Team composed of at least two members from each party will meet to provide oversight of the agreement and review relevant data and analysis. At least annually, the Team will prepare a report of activities and make recommendations for improvements to the agreement and/or its implementation.

V. Duration and Modification of Agreement

This agreement shall become effective **Month, Day, Year** and shall remain in full force and effect until such time as the agreement is modified by the consent of the parties. The agreement may be modified at any time by amendment to the agreement.

In witness whereof, the parties hereto, intending to cooperate with one another, have set their signatures to this document on this day.

Superintendent of Schools

Date

Printed Name

Sworn and subscribed before me on this ____ day of _____, 20 ____.

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

Chief of Police/Resident State Trooper

Date

Printed Name

Sworn and subscribed before me on this ____ day of _____, 20 ____.

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

COOPERATIVE AGREEMENT

BETWEEN

THE JUVENILE COURT OF CLAYTON COUNTY

THE CLAYTON COUNTY PUBLIC SCHOOL SYSTEM

THE CLAYTON COUNTY POLICE DEPARTMENT

THE RIVERDALE POLICE DEPARTMENT

THE JONESBORO POLICE DEPARTMENT

THE FOREST PARK POLICE DEPARTMENT

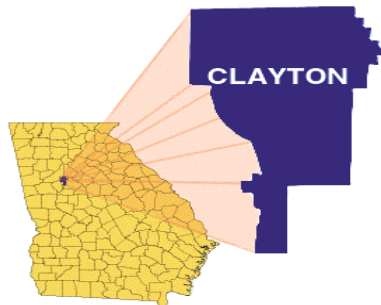
**THE CLAYTON COUNTY DEPARTMENT OF FAMILY &
CHILDREN SERVICES**

**THE CLAYTON CENTER FOR BEHAVIORAL HEALTH
SERVICES**

ROBERT E. KELLER, DISTRICT ATTORNEY

AND

THE GEORGIA DEPARTMENT OF JUVENILE JUSTICE



1. PURPOSE OF AGREEMENT

This agreement is entered into between the Juvenile Court of Clayton County (hereinafter referred to as the Court), Clayton County Public School System (hereinafter referred to as the School System), Clayton County Police Department (hereinafter referred to as the Police), Forest Park Police Department (hereinafter referred to as the Police), Riverdale Police Department (hereinafter referred to as the Police), Jonesboro Police Department (hereinafter referred to as the Police), the Clayton County Department of Family and Children Services (hereinafter referred to as DFCS), Robert E. Keller (hereinafter referred to as the District Attorney), The Clayton Center for Behavioral Health Services (hereinafter referred to as The Clayton Center), and the Georgia Department of Juvenile Justice (hereinafter referred to as DJJ) for the purpose of establishing a cooperative relationship between community agencies (hereinafter referred to as the Parties) involved in the handling of juveniles who are alleged to have committed a delinquent act on school premises. The Parties acknowledge that certain misdemeanor delinquent acts defined herein as the focused acts can be handled by the School System in conjunction with other Parties without the filing of a complaint in the Court. The Parties acknowledge that the commission of these focused acts does not require the finding that a student is a delinquent child and therefore not in need of treatment or supervision (OCGA 15-11-65). The parties acknowledge that the law requires the Court to make a preliminary determination that a petition be certified in the best interest of the child and the community before it can be filed with the Court (OCGA 15-11-37) The parties acknowledge that the Court has the authority to give counsel and advice to a juvenile without the filing of a petition and to delegate such authority to public or private agencies (OCGA 15-11-68 & 15-11-69).

The Parties acknowledge that the law expressly prohibits the detention of a student for punishment, treatment, satisfy the demands of the victim, police or the community, allow parents to avoid their legal responsibility, provide more convenient administrative access to the child, and to facilitate further

interrogation or investigation (OCGA 15-11-46.1 (c)). The law allows for the detention of a student who is a flight risk, presents a risk of serious bodily injury, or requests detention for protection from imminent harm (OCGA 15-11-46.1 (b)).

The parties acknowledge and agree that decisions affecting the filing of a complaint against a student and whether to place restraints on a student and place a student in secure detention should not be taken lightly, and that a cooperative agreement delineating the responsibilities of each party when involved in making a decision to place restraints on a student and to file a complaint alleging the child is a delinquent child would promote the best interest of the student and the community.

The parties acknowledge and agree that this Agreement is a cooperative effort among the public agencies named herein to establish guidelines for the handling of school related delinquent acts against public order which are defined herein as the focused acts. The parties further acknowledge and agree that the guidelines contained herein are intended to establish uniformity in the handling of student who has committed one of the focused acts as defined herein while simultaneously ensuring that each case is addressed on a case by case basis to promote a response proportional to the various and differing factors affecting each student's case. The parties acknowledge and agree that the manner in which each case or incident is handled by SROs, school administrator, and/or the Juvenile Court is dependent upon the many factors unique to each child that includes, but is not limited to, the child's background, present circumstances, disciplinary record, academic record, general demeanor and disposition toward others, mental health status, and other factors. Therefore, the parties acknowledge that students involved in the same incident or similar incidents may receive different and varying responses depending on the factors and needs of each student.

Finally, the parties acknowledge that a Cooperative Agreement has previously been entered into by the Juvenile Court of Clayton County, Georgia Department of Juvenile Justice, Clayton County Department of Family and Children Services, and The Clayton Center for Behavioral Health Services to coordinate intake services to ensure that children who do not present a high risk to re-offend are not detained using a Detention Screening Instrument (DSI) and that children presenting a low to medium risk are returned home

or appropriately placed in a non-secured or staff-secured setting. The parties acknowledge that the prior Agreement remains in full force and effect and is interrelated to this Agreement as part of the Juvenile Detention Alternative Initiative and Collaborative of Clayton County, Georgia.

II. DEFINITIONS

As used in this Agreement, the term:

- A. “Student” means a child under the age of 17 years.
- B. “Juvenile” means a child under the age of 17 years, which term is used interchangeably with “Student.”
- C. “Regional Youth Detention Center” or also known as RYDC means a secure detention facility for the housing of juveniles detained by authorization of Intake and awaiting adjudication and/or disposition of their case.
- D. “Intake” means the division of the Juvenile Court responsible for making reviewing complaints to determine which complaints may be handled informally and by diversion, which complaints may be forwarded to the District Attorney’s Office for a petition to be drawn, and which juveniles should be detained in the RYDC, or placed at another location, or returned home.
- E. “Detention Screening Instrument” or known also as “DSI” means a risk assessment instrument used by Intake to determine if the juvenile should be detained or release. The DSI measures risk according to the juvenile’s present offense, prior offenses, prior runaways or escapes, and the juvenile’s current legal status such as probation, commitment, etc.
- F. “Detention Assessment Questionnaire” or known also as “DAQ” means a document used to determine if the juvenile presents any mental health disorders, aggravating circumstances, or mitigating circumstances. The DAQ assists Intake in making a final decision regarding detention or release.
- G. “Warning Notice” means a document or form used by the SRO to place a student on notice that he or she may be referred to the Court upon the commission of another similar delinquent act involving a misdemeanor against public order or to refer a child and parent to a Court Diversion Program in lieu the filing of a formal complaint.
- H. “Diversion” means an educational program developed by the Court for those juveniles who have been charged with less serious delinquent acts, and Intake believes is not a delinquent child and most likely does not require probation or commitment to DJJ.
- I. “Informal Adjustment” means informal supervision in which the juvenile is required to comply with conditions established by Intake of the judge for up to 90 days and is dismissed upon successful completion.
- J. “Bully” is a student who has three (3) times in a school year willfully attempted or threatened to inflict injury on another person, when accompanied by an apparent present ability to do so or has intentionally displayed force such as would give the victim reason to fear or expect immediate bodily harm.
- K. “Focused Acts” are misdemeanor type delinquent acts involving offenses against public order including affray, disrupting public school, disorderly conduct, obstruction of police (limited to acts of

truancy where a student fails to obey an officer's command to stop or not leave campus), and criminal trespass (not involving damage to property)

III. TERMS OF AGREEMENT

A. Warning Notice and Referral Prerequisites to Complaint in Cases Where a Student has Committed a Focused Act.

Misdemeanor type delinquent acts involving offenses against public order including affray, disrupting public school, disorderly conduct, obstruction of police (limited to acts of truancy where a student fails to obey an officer's command to stop or not leave campus), and criminal trespass (not involving damage to property) shall not result in the filing of a complaint alleging delinquency unless the student has committed his or her third or subsequent similar offense during the school year and the Principal or designee has reviewed the behavior plan with the appropriate school and/or system personnel to determine appropriate action. In accordance with O.C.G.A. §20-2-735, the school system's Student Codes of Conduct will be the reference documents of record. The parties agree that the response to the commission of a focused act by a student should be determined using a system of graduated sanctions, disciplinary methods, and/or educational programming before a complaint is filed with the Juvenile Court. The parties agree that a student who commits one of the focused acts must receive a Warning Notice and a subsequent referral to the School Conflict Diversion Program before a complaint may be filed in the Juvenile Court. An SRO shall not serve a Warning Notice or make a referral to the School Conflict Diversion Program without first consulting with his or her supervisor if the standard operating procedures of the SRO Program of which the SRO belongs requires consultation.

1. **First Offense.** A student who commits one of the focused acts may receive a Warning Notice that his or her behavior is a violation of the criminal code and school policy, and

that further similar conduct will result in a referral to the Juvenile Court to attend a diversion program. The SRO shall have the discretion not to issue a Warning Notice and in the alternative may admonish and counsel or take no action.

2. **Referral to School Conflict Diversion Program.** Upon the commission of a second or subsequent focused act in that or a subsequent school year, the student maybe referred to Intake to require the student and parent to attend the School Conflict Diversion Program, Mediation Program, or other program sponsored by the Court. However, a student who has committed a second “bullying” act shall be referred to the School Conflict Diversion Program to receive law related education and conflict resolution programming, and may also be required to participate in the mediation program sponsored by the Court for the purpose of resolving the issues giving rise to the acts of aggression and to hold the student accountable to the victim(s). Intake shall make contact with the parent of the child within ten (10) business days of receipt of the notice from the School Resource Officer or the school to schedule the parent and child to attend the School Conflict Diversion Program, or other program of the Court appropriate to address the student’s conduct. Intake shall forward to the school where the child attends a confirmation of the child’s successful participation in the diversion program. A child’s failure to attend shall be reported to the School Resource Officer to determine if a complaint should be filed or other disciplinary action taken against the child.

3. **Complaint.** A student receiving his or her third or subsequent delinquent offense against the public order may be referred to the Court by the filing of a complaint. If the student has attended a diversion program sponsored by the Court in that year or any previous school year and the student has committed a similar focused act, the student may receive a Warning Notice warning that the next similar act against the public order may result in a complaint filed with the juvenile court. A student having committed his or her third “bullying” act shall be referred to the Juvenile Court on a juvenile complaint and the

Court shall certify said petition provided probable cause exists and if adjudicated shall proceed to determine if said student is delinquent and in need of supervision. The school system shall proceed to bring the student before a tribunal hearing and if found to have committed acts of bullying shall in the least, with consideration given to special education laws, expel said child from the school and place in an alternative educational setting, unless expulsion from the school system is warranted. All acts of bullying shall be reported by school personnel and addressed immediately to protect the victims of said acts of bullying.

B. Emergency Shelter Care In Event Parent Cannot Be Located.

The Clayton County Juvenile Court, Georgia Department of Juvenile Justice, and The Clayton County Department of Family and Children Services previously entered into an agreement that establishes a protocol for the handling of youth who are charged on a delinquent offense and present a high risk using the Detention Assessment Instrument and a parent, guardian or custodian cannot be located or refuses to take custody of the youth. The protocol set forth in said agreement is incorporated herein and made a part hereof and shall continue in full force and effect. Nothing in this agreement shall be construed to alter or modify the prior agreement. Reference is made to said agreement reflect the relationship and continuity between the agreements as it relates to the handling of school related offenses described herein.

C. Treatment of Elementary Age Students.

Any situation involving violence to the extent that others are placed at risk of serious bodily injury shall constitute an emergency and warrant immediate action by police to protect others and maintain school safety. O.C.G.A. §15-11-150 et seq. sets forth procedures for determining if a juvenile is incompetent also provides for a mechanism for the development and implementation of a competency plan for treatment, habilitation, support, supervision for any juvenile who is determined not to be mentally competent to participate in an adjudication or disposition hearing. Generally, juveniles of elementary age do not possess the requisite knowledge of the nature of

court proceedings and the role of the various players in the courtroom to assist his or her defense attorney and/or grasp the seriousness of juvenile proceedings, including what may happen to them at the disposition of the case. The parties acknowledge that the Court will make diligent efforts to avoid the detention of juveniles who may be mentally incompetent upon reasonable suspicion, unless they pose a high risk of serious bodily injury to others. Furthermore, it is a fundamental best practice of detention decision-making to prohibit the intermingling of elementary age juveniles from adolescent youth and to treat elementary age students according to their age and level of development. Furthermore, the parties acknowledge that the commission of a delinquent act does not necessitate the treatment of the child as a delinquent, especially elementary age juveniles in whom other interventions may be made available within the school and/or other agencies to adequately respond to and address the delinquent act allegedly committed by the juvenile. The Court shall make its diversion, intervention, and prevention programs available to the juvenile without the filing of a complaint upon a referral from the school social worker. Intake shall respond to any and all referrals made by elementary school staff within 24 hours of receipt of the referral. Any delay shall be communicated to the official making the referral within 24 hours with an explanation for the delay. Intake shall respond no later than 72 hours or the matter shall be referred to the Intake Supervisor or the Chief Probation Officer. In the event an elementary age student is taken into custody and removed from the school environment for the safety of others, the decision to detain said child shall be made by the Intake Officer pursuant to law. The parties acknowledge that taking a child into protective custody is not a detention decision, which is a decision solely reserved for a juvenile judge or his or her intake officer and therefore requiring law enforcement to immediately contact the Court to determine if the child should be detained or released and under what conditions, if any, if so released.

III. DURATION AND MODIFICATION OF AGREEMENT

This Agreement shall become effective immediately upon its execution by signature and shall remain in full force and effect until such time as terminated by any party to the Agreement. The Agreement may be modified at any time by amendment to the Agreement. The parties

acknowledge and agree to meet quarterly to provide oversight of the Agreement and make recommendations to the heads of each agency on any modifications to the Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to cooperate with one another, have hereunder set their hands on the date set forth below.

K. Van Banke, Chief Judge
Juvenile Court of Clayton County

Chuck Fischer, Deputy Director
for Cathy Ratti, Director
Clayton County Department of Family and
Children Services
(with expressed permission)

Luvenia Jackson, Assistant Superintendent
for Dr. Barbara Pulliam, Superintendent
Clayton County Public School System
(with expressed permission)

Dr. Thomas Coleman, Deputy Commissioner
for Albert Murray, Commissioner
Georgia Department of Juvenile Justice
(with expressed permission)

Darrell Partain, Chief
Clayton County Police Department

Robert E. Keller, District Attorney
Clayton Judicial Circuit

Dwayne Hobbs, Chief
Forest Park Police Department

Jimmy Wiggins, Director
The Clayton Center for Behavioral Health
Services

Robert Thomas, Chief
Jonesboro Police Department

Greg Barney, Chief
Riverdale Police Department

COLLABORATIVE AGREEMENT ON SCHOOL DISCIPLINE

THIS AGREEMENT is made and entered into as of this 5 day of November, 2013, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CHIEF JUDGE OF THE SEVENTEENTH JUDICIAL CIRCUIT

whose principal place of business is
201 SE 6th Street, Ft Lauderdale, Florida 33301

and

OFFICE OF THE STATE ATTORNEY

whose principal place of business is
201 SE 6th Street, Ft Lauderdale, Florida 33301

and

LAW OFFICE OF THE PUBLIC DEFENDER

whose principal place of business is
201 SE 6th Street, Ft Lauderdale, Florida 33301

and

SHERIFF OF BROWARD COUNTY, FLORIDA

whose principal place of business is
2601 West Broward Boulevard, Fort Lauderdale, Florida 33311

and

**CITY OF FORT LAUDERDALE
FORT LAUDERDALE POLICE DEPARTMENT**

whose principal place of business is
1300 W Broward Boulevard, Fort Lauderdale, Florida 33312

and

FLORIDA DEPARTMENT OF JUVENILE JUSTICE

whose principal place of business is
2737 Centerview Drive, Tallahassee, Florida 32399

and

FORT LAUDERDALE/BROWARD BRANCH NAACP

whose principal place of business is
1100 Sistrunk Boulevard, Fort Lauderdale, Florida 33311

and

JUVENILE JUSTICE ADVISORY BOARD

and in collaboration and consultation with a committee of stakeholders that include representation from the Broward Teacher's Union, Broward Principals' and Assistants' Association, District Advisory Council, Diversity Committee, Children's Services Council of Broward County, State Representative Perry Thurston, State Senator Christopher Smith, and State Representative Gwyndolen Clarke-Reed for the purpose of establishing a cooperative relationship between agencies involved in the handling of student misbehavior.

WHEREAS, the parties acknowledge that law enforcement plays an essential role in maintaining safety in the community. However, the use of arrests and referrals to the criminal justice system may decrease a student’s chance of graduation, entering higher education, joining the military, and getting a job.¹

WHEREAS, in the 2011-2012 school year, the Department of Juvenile Justice reported 1,062 school-related arrests in Broward County, the highest number in the state.² 71% of these arrests were for misdemeanor offenses. Over half of those students had never been referred to the Juvenile Justice System before.

WHEREAS, across the country, students of color, students with disabilities and LGBTQ students are disproportionately impacted by school-based arrests for the same behavior as their peers.³

WHEREAS, The Florida Legislature “encourage[s] schools to use alternatives to expulsion or referral to law enforcement agencies by addressing disruptive behavior through restitution, civil citation, teen court, neighborhood restorative justice, or similar programs” and has instructed school districts “that zero-tolerance policies are not intended to be rigorously applied to petty acts of misconduct and misdemeanors, including, but not limited to, minor fights or disturbances.”⁴

WHEREAS, with a joint commitment to ending school-based arrests for minor misbehavior, school districts and law enforcement agencies across the country have improved school safety, school engagement and academic achievement. The parties to this agreement are confident that by working together, they can return Broward County Public Schools to a culture of common sense discipline that allows all students to enjoy a safe and effective education.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

In order to follow the guidelines set forth by the Legislature,⁵ the parties are entering into this cooperative effort among the public agencies named herein to establish guidelines for the handling of school-based student misbehavior. The guidelines are intended to establish uniformity in the handling of incidents while ensuring that each case is addressed on a case-by-case basis. The manner in which each incident is handled by the Police, School System, and/or Court is dependent upon the many factors unique to each child that includes, but is not limited to, behavioral history, present circumstances, disciplinary record, academic record, general demeanor and disposition toward others, disability or special education status, and other factors. Therefore, the parties acknowledge that students involved in the same incident or similar incidents may receive different and varying responses depending on the factors and needs of each student.

To address these issues and ensure that all students have access to a safe and effective learning environment, the parties agree to enter into a cooperative agreement governing appropriate responses and use of resources when responding to school-based misbehavior.

¹ See Kirk, David S, and Robert J Sampson, *Juvenile Arrest and Collateral Educational Damage in the Transition to Adulthood*. 86 *Sociology of Education* 36 (2013).

² Florida Department of Juvenile Justice, *Delinquency in Florida Schools: An Eight Year Study* (Jan. 2013).

³ U.S. Department of Education, Office for Civil Rights, *The Transformed Civil Rights Data Collection* (Mar. 2012); Kathryn E. W. Himmelstein and Hannah Brückner. *Criminal Justice and School Sanctions Against Nonheterosexual Youth: A National Longitudinal Study*. *Pediatrics* (2010).

⁴ § 1006.13, Fla. Stat. (2013).

⁵ § 1006.13(4) Fla. Stat. (2013). “(a) Each district school board shall enter into agreements with the county sheriff’s office and local police department specifying guidelines for ensuring that acts that pose a serious threat to school safety, whether committed by a student or adult, are reported to a law enforcement agency. (b) The agreements must include the role of school resource officers, if applicable, in handling reported incidents, circumstances in which school officials may handle incidents without filing a report with a law enforcement agency, and a procedure for ensuring that school personnel properly report appropriate delinquent acts and crimes. Zero-tolerance policies do not require the reporting of petty acts of misconduct and misdemeanors to a law enforcement agency, including, but not limited to, disorderly conduct, disrupting a school function, simple assault or battery, affray, theft of less than \$300, trespassing, and vandalism of less than \$1,000.”

ARTICLE I. DEFINITIONS

1.01 **Student Misbehavior**: breaches of the Code of Student Conduct, disruptions, and other transgressions or omissions by a student that occur on school grounds, school transportation or during a school sponsored or related event.

1.02 **Non-Violent Misdemeanors** are limited to:

Disrupting or Interfering with a School Function;
Affray;
Theft of less than \$300;
Vandalism of less than \$1,000;
Disorderly Conduct;
Trespassing;
Criminal Mischief;
Gambling;
Loitering or Prowling;
Harassment;
Incidents relating to Alcohol;
Possession of Cannabis (misdemeanor, requires consultation with law enforcement to determine the level of offense);
Possession of Drug Paraphernalia;
Threats;⁶ and
Obstructing Justice without Violence.

ARTICLE II. TERMS OF AGREEMENT

The parties agree that students need to be held accountable for misbehavior in order to learn from their mistakes, take responsibility for their actions, and reconnect to the school community. The parties also agree that the most effective means of holding students accountable for their actions include providing them with continuity and support from school officials that interact with them on a daily basis.

2.01 **Responding to Student Misbehavior.**

In the event a student misbehaves, the school principal and their designees will be the primary source of intervention and disciplinary consequences. The Code of Student Conduct and Discipline Matrix provides detailed information on consequences and interventions and shall guide the responses to particular types of misbehavior. In addition, school officials should make every effort to connect students to school or community-based support services, such as counseling, mentoring, or extra-curricular activities.

Many types of minor student misbehavior may technically meet the statutory requirements for non-violent misdemeanors, but are best handled outside of the criminal justice system. In any school year, the first instance of student misbehavior that rises to the level of a non-violent misdemeanor and requires consultation with a police officer should not result in arrest nor the filing of a criminal complaint, but instead be handled through the Code of Student Conduct and Discipline Matrix. Behavior that rises to the level of a felony offense under any of the above statutes is not included herein.

All parties involved in school discipline decisions shall consider the surrounding circumstances including the age, history, disability or special education status, and other factors that may have influenced the behavior of the student, the degree of harm caused and the student's willingness to repair the harm.

⁶ §1006.13, Fla. Stat. (2013), requires that certain felony threats (§ 790.162 and § 790.163, Fla. Stat. (2013)) be referred to the criminal or juvenile justice system. Felonies, including § 790.162 and § 790.163, fall outside of the scope of this agreement.

2.02 **Further Incidents.**

Repeated incidents of non-violent misdemeanors as defined in section 1.02 shall result in graduated levels of school-based interventions and consequences by the administrators on campus, according to the Code of Student Conduct and Discipline Matrix, and referral to law enforcement for certain incidents.

The Discipline Matrix outlines the specific incidents in which repeated misbehavior shall result in a referral to law enforcement. Records of section 1.02 incidents shall be maintained by SBBC, in a manner consistent with the requirements of a Probable Cause Affidavit as mandated by F.S.985.13, and said information may be reported to law enforcement by SBBC should the youth willfully fail to complete sanctions.

In addition, a student who has accumulated three incidents in a school year that fall under section 1.02 shall be referred to the Behavior Intervention Committee. Upon the fourth incident in a school year that falls under section 1.02, the student shall be referred for consultation with law enforcement, unless such referral is sooner required by the Discipline Matrix.

2.03 **Consultations with Law Enforcement – Role of School Administrator.**

The school principal and their designee are encouraged to talk to the student and evaluate the unique surrounding circumstances in each case. Before referring a student to law enforcement, the school principal or their designee shall:

STEP 1. Consult the Code of Student Conduct:

Does the Discipline Matrix require consultation with law enforcement? If not, the school principal or their designee should determine the consequences and interventions to be used without involving law enforcement, including the PROMISE program.

STEP 2. Consult with law enforcement:

If the Discipline Matrix does require consultation, work with law enforcement to assess and respond to the situation. A consultation does not mean that an arrest is necessary.

STEP 3. Collaborating with law enforcement to resolve the situation:

If the law enforcement officer has exhausted their efforts to resolve the situation, could the student be held accountable through further intervention from the Collaborative Problem Solving Team, PROMISE program or community-based programs? Refusal to participate in the offered alternatives to arrest may result in referral to the Juvenile Justice System of Care and, after input from the State Attorney offices, could be referred back to law enforcement. If further support is needed but not available at the school level, the school principal or designee may call the district designee at Student Support Initiatives for guidance.

Emergency and other situations may arise that require the immediate involvement of law enforcement. In such instances, school officials and law enforcement should confer after the situation has been diffused, but, if feasible, before any arrest is made, and follow the process outlined in this agreement to ensure the most effective and least punitive means of discipline is being employed.

2.04 **Consultations with Law Enforcement – Role of Officer.**

Before making an arrest of a student for misbehavior on school grounds, school transportation or during a school sponsored or related event, a law enforcement officer shall follow the steps and guiding questions below and attached herein as Exhibit “A”. If the situation is resolved short of arrest at any point during this process, the officer does not need to move on to the next step.

STEP 1. Consult with the school principal or their designee:

Has the Discipline Matrix been followed in this instance? Could this be resolved by consequences within the school discipline system (such as detention, suspension, or interventions)?

STEP 2. Evaluate the situation:

Considering all the surrounding circumstances, does this incident rise to the level of a felony or pose a serious threat to school safety that necessitates an arrest? If so, the officer shall proceed to Step 6. If the behavior falls into the category of non-violent misdemeanor, continue to the steps below. If the behavior is non-criminal or otherwise minor and not rising to any of these levels, it may be referred back to the school for consequences and interventions.

STEP 3. Issue a warning:

Can the situation be resolved with an intervention approach that may include the officer talking to the student about their behavior; a verbal warning; taking the student out of the situation in order to cool off or other intervention?

STEP 4. Talk to the parents or guardians:

Can the situation be resolved by the officer talking to the student's parents or guardians?

STEP 5. Consider alternatives with school principal or designee:

Could the student be held accountable through the Collaborative Problem Solving Team, PROMISE program or community-based programs? If further support is needed but not available at the school level, the officer may call the district designee at Student Support Initiatives for guidance.

STEP 6. After exhausting all of the above options, the officer may consider placing the student under arrest. The officer must ensure that the school principal or their designee is notified of any school-based arrest.

STEP 7. All contraband must be placed in the care and custody of the law enforcement personnel of the Department that initiates the arrest or the Broward District Schools Police Department, if no arrest is made.

2.05 **Discretion of Law Enforcement.**

Nothing in this agreement is intended to limit the discretion of law enforcement. Officers responding to an incident or consulting with school officials are encouraged to use their discretion in determining the best course of action, especially when using alternatives to arrest. While the option to use the criminal justice system is available for many incidents, the totality of the circumstances should be taken into consideration and any less punitive alternatives that ensure the safety of the school community should be considered.

2.06 **Parental Notification.**

In addition to the required notification⁷ of parents and legal guardians by the law enforcement officer taking the student into custody, school principals or their designee are also responsible for an additional notification of parents and legal guardians upon a school-based arrest of their child.

⁷ § 985.101(3), Fla. Stat. (2013).

ARTICLE III. TRAINING

Parties will ensure that members of their respective agencies, especially those directly interacting with students and making discipline or arrest decisions, are trained in the content of this agreement within three months of signing this agreement. Training and implementation for existing parties should be an on-going process and any new officers, employees, agents, representatives, contractors or subcontractors whose work relates to this Agreement should be trained as they are hired.

ARTICLE IV. DATA COLLECTION AND OVERSIGHT

Data reflecting all school-based arrests, referrals to law enforcement, and filing of criminal complaints and disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status is collected by the School District and Department of Juvenile Justice. Data reflecting the number and nature of incidents of misbehavior is also collected by the School District.

Each month, this data will be delivered to the Juvenile Justice Advisory Board and the Eliminating the Schoolhouse to Jailhouse Committee to monitor compliance with the terms of this agreement, the overall number of minor incidents being handled by the criminal justice system and reductions in racial disparities. In addition, these factors should be included in reviewing each school's overall school climate. This data will also be reported to the public at the end of each semester to monitor whether there have been reductions in the overall number of minor incidents being handled by the criminal justice system and reductions in racial disparities.

The parties agree to meet twice a year, at the end of each semester, with the Eliminating the Schoolhouse to Jailhouse Committee to provide oversight of the Agreement and make recommendations to the heads of each agency on any modifications to the Agreement.

ARTICLE V. GENERAL CONDITIONS

5.01 No Waiver of Sovereign Immunity.

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

5.02 No Third Party Beneficiaries.

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

5.03 Equal Opportunity Provision.

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

5.04 **Public Records.**

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

5.05 **Student Records.**

Notwithstanding any provision to the contrary within this Agreement, the parties under this Agreement shall fully comply with all applicable State or federal law or regulation regarding the confidentiality of student information and records. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

5.06 **Compliance with Laws.**

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

5.07 **Place of Performance.**

All obligations of the parties under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

5.08 **Governing Law and Venue.**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

5.09 **Entirety of Agreement.**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5.10 **Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5.11 **Assignment.**

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement.

5.12 **Incorporation by Reference.**

Exhibit “A” and “B” attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

5.13 **Captions.**

The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

5.14 **Severability.**

In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

5.15 **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 Agreement 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.

5.16 **Amendments.**

The Agreement may be modified at any time by a written amendment to the Agreement agreed to by all parties. In addition, the parties hereby authorize the Superintendent of Schools to execute addendums to this agreement using the form attached as Exhibit "B" to add additional municipalities to the Agreement.

5.17 **Waiver.**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party’s failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

5.18 **Force Majeure.**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood,

acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

5.19 **Survival.**

All representations and warranties made herein, indemnification obligations, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, and reporting requirements shall survive the termination of this Agreement.

5.20 **Authority.**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

5.21 **Indemnification.**

Each party agrees to be fully responsible for its acts of negligence, or its agents’ acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

5.22 **Effective Date of Agreement.**

This Agreement shall become effective immediately upon its execution by signature.

5.23 **Withdrawal from the Agreement by a Party.**

A party may terminate their participation in the agreement by providing written notice to all parties to this Agreement of their intent to withdraw ninety days from the date of the letter. Within thirty days from the date of a termination letter, the Eliminating the Schoolhouse to Jailhouse Committee shall convene. The party wishing to terminate may withdraw at the end of the original ninety days if a resolution is not reached. An updated agreement reflecting that change shall be provided to all parties.

5.24 **Notice.**

When any of the parties desire to give notice to the other, 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 SBBC:

Robert Runcie
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief David Golt
Broward District Schools Police Department
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard – Suite 355
Sunrise, Florida 33351

With a Copy to: Michaelle Pope
Executive Director
Student Support Initiatives
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To Chief Judge of the 17th Judicial Circuit: Honorable Peter M. Weinstein
Chief Judge of the 17th Judicial Circuit
201 SE 6th Street
Ft Lauderdale, Florida 33301

With a Copy to: Honorable Elijah H. Williams
Judge of the 17th Judicial Circuit
201 SE 6th Street
Ft Lauderdale, Florida 33301

To the Office of the State Attorney: Honorable Michael J. Satz
State Attorney
201 SE 6th Street
Ft Lauderdale, Florida 33301

With a Copy to: Maria Schneider
Assistant State Attorney
State Attorney’s Office
Room 640
201 SE 6th Street
Ft Lauderdale, Florida 33301

To the Law Office of the Public Defender: Honorable Howard Finkelstein
Public Defender
Third Floor, North Wing
Broward County Courthouse
201 SE 6th Street
Ft Lauderdale, Florida 33301

With a Copy to: Gordon Weekes
Chief Assistant Public Defender
201 SE 6th Street
Ft Lauderdale, Florida 33301

To Sheriff of Broward County, Florida: Sheriff Scott Israel
Broward Sheriff’s Office
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

With a Copy to: Major Oscar Llerena
Youth and Neighborhood Services
2601 West Broward Boulevard

Fort Lauderdale, Florida 33311

With a Copy to:

Ronald M. Gunzburger
General Counsel
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

To the Fort Lauderdale Police Department: Chief Franklin Adderley
Fort Lauderdale Police Department
1300 W Broward Boulevard
Fort Lauderdale, Florida 33312

With a Copy to:

Bradley H. Weissman
Police Legal Advisor
1300 W Broward Boulevard
Fort Lauderdale, Florida 33312

To the Florida Department of Juvenile Justice:

Secretary Wansley Walters
Florida Department of Juvenile Justice
2737 Centerview Drive,
Tallahassee, Florida 32399

With a Copy to:

Cassandra Evans, M.S.
Chief Probation Officer, Circuit 17
Probation & Community Intervention
5070 Coconut Creek Parkway
Margate, FL 33063

To the Fort Lauderdale/Broward Branch NAACP:

Marsha Ellison
President
Fort Lauderdale Branch of the NAACP
1100 Sistrunk Boulevard
Ft. Lauderdale, Florida 33311

To the Juvenile Justice Advisory Board:

Marsha Ellison
Chair, Juvenile Justice Advisory Board
1100 Sistrunk Boulevard
Ft. Lauderdale, Florida 33311

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[Signature Pages to Follow]

FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, BY:

Approved as to Form
and Legal Content:

Laurie Rich Levinson
Chair

Robert W. Runcie
Superintendent

Paul Carland
Office of the General Counsel

FOR THE CHIEF JUDGE OF THE SEVENTEENTH JUDICIAL CIRCUIT, BY:

Approved as to Form
and Legal Content:

Honorable Peter M. Weinstein
Chief Judge of the 17th Judicial Circuit

FOR THE OFFICE OF THE STATE ATTORNEY, BY:

Approved as to Form
and Legal Content:

Honorable Michael J. Satz
State Attorney

FOR THE LAW OFFICE OF THE PUBLIC DEFENDER, BY:

Approved as to Form
and Legal Content:

Honorable Howard Finkelstein
Public Defender

FOR THE SHERIFF OF BROWARD COUNTY, FLORIDA, BY:

Approved as to Form
and Legal Content:

Sheriff Scott Israel
Sheriff

Ronald M. Gunzburger
Office of the General Counsel

FOR THE CITY OF FORT LAUDERDALE, FORT LAUDERDALE POLICE DEPARTMENT, BY:

Russell H. Hanstein
Acting Chief of Police / Authorized Representative

Lee R. Feldman, City Manager
Pursuant to Resolution No. 00-24 and §2-152(c)(1), City of Fort Lauderdale Code of Ordinances

Approved as to Form
and Legal Content:

Bradley H. Weissman
Asst. City Attorney / Police Legal Advisor

FOR THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE, BY:

Joan Wimmer
Assistant Secretary, Probation & Community Intervention

Cassandra Evans, M.S.
Chief Probation Officer, Circuit 17

FOR THE FORT LAUDERDALE/BROWARD BRANCH NAACP, BY:

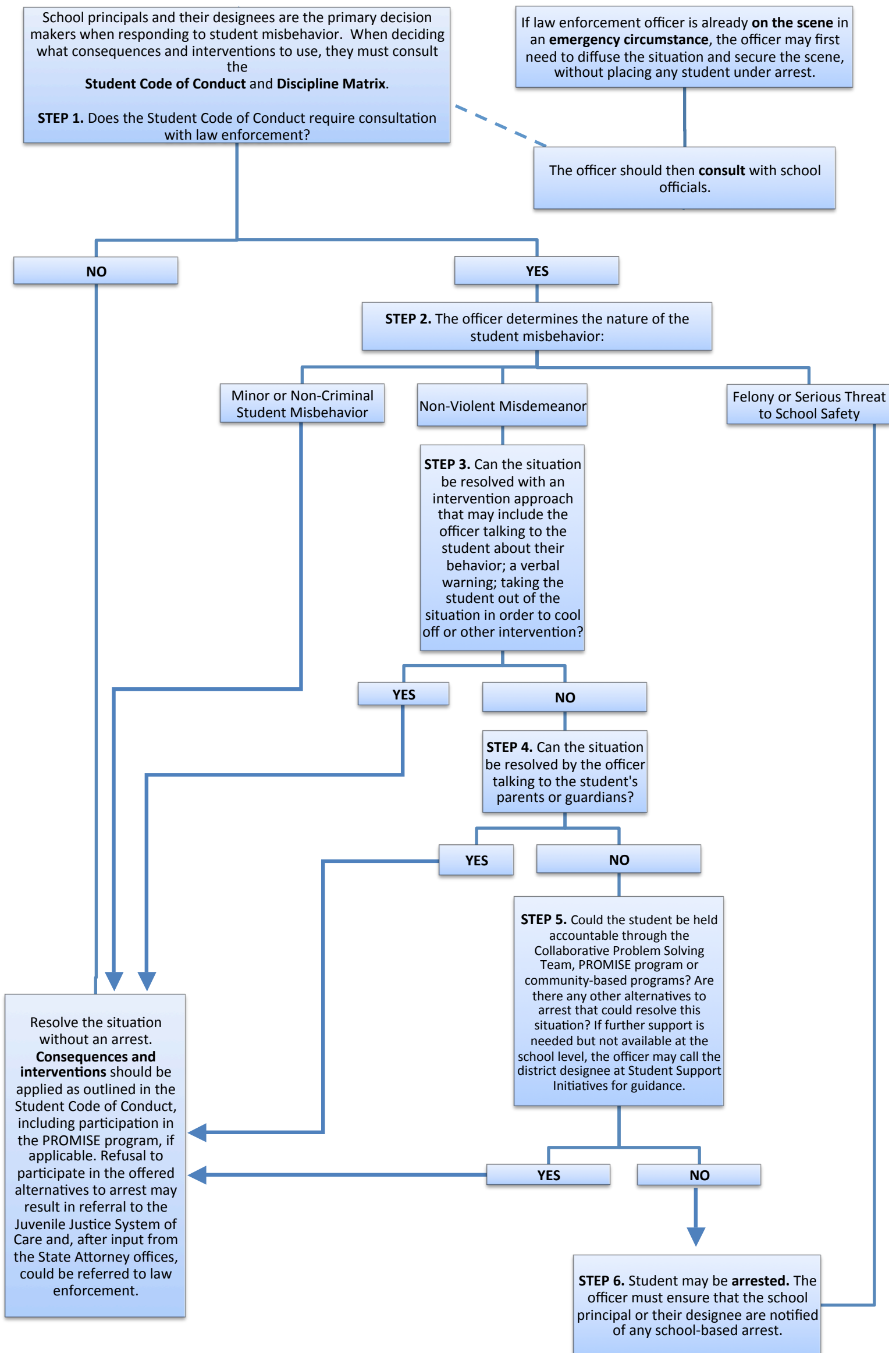
Marsha Ellison
President, Fort Lauderdale/Broward Branch NAACP

Adora Obi Nweze
President, Florida State Conference NAACP

FOR THE JUVENILE JUSTICE ADVISORY BOARD, BY:

Marsha Ellison
Chair

EXHIBIT A



All contraband must be placed in the care and custody of the law enforcement personnel of the Department that initiates the arrest or the Broward District Schools Police Department, if no arrest is made. Nothing in this agreement is intended to limit the discretion of law enforcement. Officers responding to an incident or consulting with school officials are encouraged to use their discretion in determining the best course of action, especially when using alternatives to arrest. In addition, a student who has accumulated three incidents in a school year that fall under section 1.02 shall be referred to the Behavior Intervention Committee. Upon the fourth incident in a school year that falls under section 1.02, the student shall be referred for consultation with law enforcement, unless such referral is sooner required by the Discipline Matrix.

EXHIBIT B

ADDENDUM TO COLLABORATIVE AGREEMENT ON SCHOOL DISCIPLINE

This Addendum to the Collaborative Agreement on School Discipline is made and entered into on this the ____ day of _____, 20__, by and between the Parties to said agreement and _____ (Municipality)

WHEREAS, the following parties (“the Parties”) entered into the Collaborative Agreement on School Discipline on _____ (date approved): The School Board of Broward County, Florida, the Chief Judge of the Seventeenth Judicial Circuit, the Office of the State Attorney for the 17th Judicial Circuit in and for Broward County, Florida, the Office of the Public Defender for the 17th Judicial Circuit in and for Broward County, Florida, the Sheriff of Broward County, Florida, the City of Fort Lauderdale, the State of Florida, Department of Juvenile Justice, the Fort Lauderdale/Broward Branch NAACP, et al; and,

WHEREAS, the Collaborative Agreement establishes a cooperative effort amongst the Parties to establish guidelines for the handling of school-based student misbehavior; and,

WHEREAS, the guidelines are intended to establish uniformity in the handling of incidents while ensuring that each case is addressed on a case-by-case basis and that the manner in which each incident is handled by the Police, School System, and/or Court is dependent upon the many factors unique to each child that includes, but is not limited to, behavioral history, present circumstances, disciplinary record, academic record, general demeanor and disposition toward others, disability or special education status, and other factors; and,

WHEREAS, the Municipality is desirous of joining the Parties in this collaboration;

NOW THEREFORE, the Parties and Municipality agree as follows:

1. The Municipality agrees to enter into and abide by the terms of the Collaborative Agreement on School Discipline.
2. The Parties and Municipality shall jointly abide by the terms of the Agreement except as such may be amended as set forth in the Agreement.

For the Parties:

Robert W. Runcie
Superintendent of Schools

For the Municipality:

(Authorized Signatory)