



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

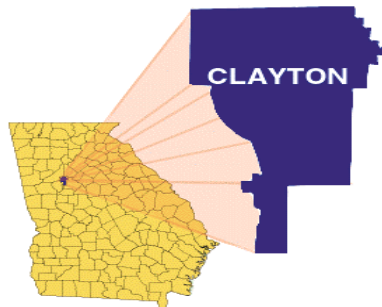
**THE CLAYTON COUNTY DEPARTMENT OF FAMILY &
CHILDREN SERVICES**

**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:

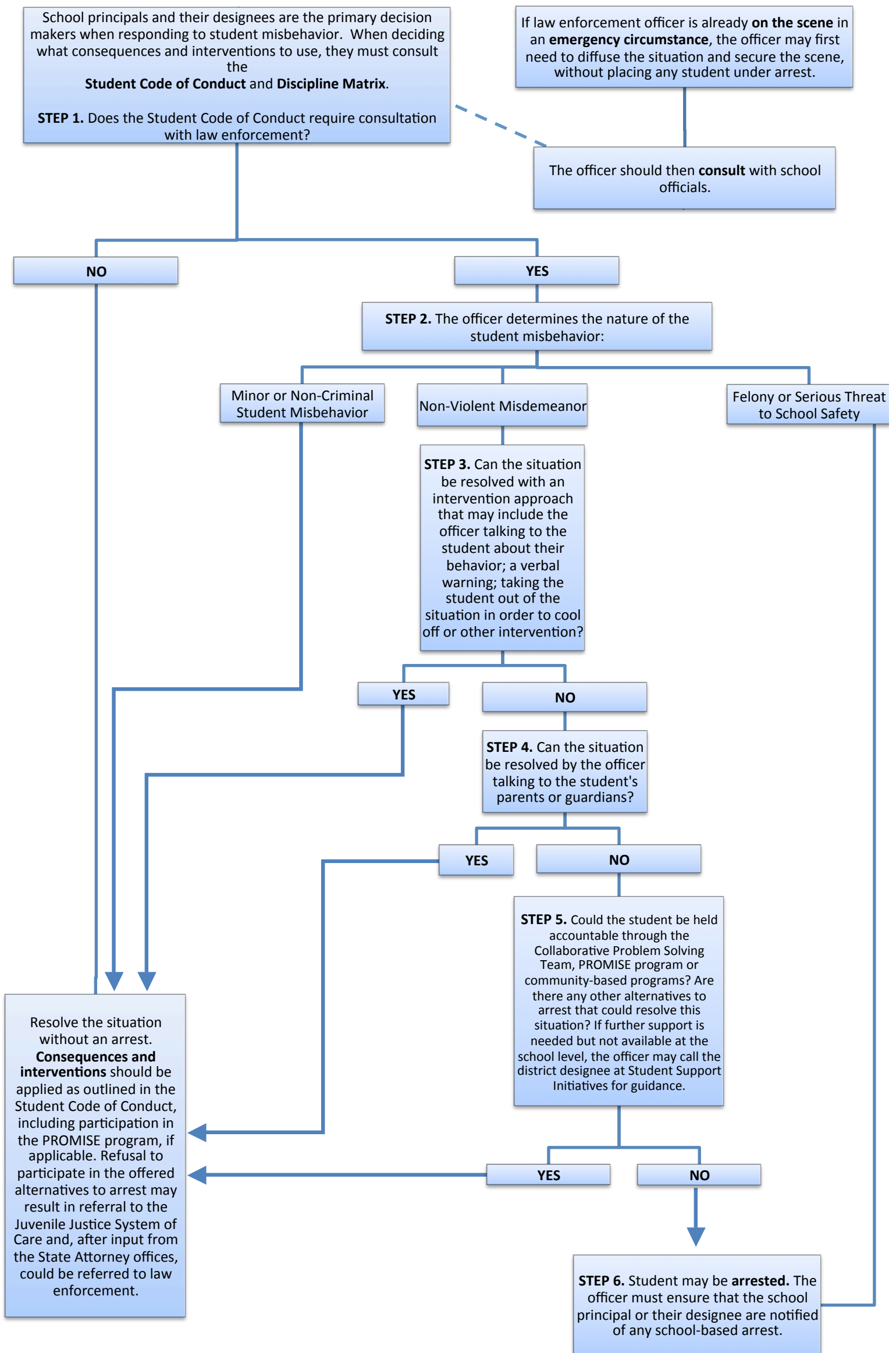
Marsha Ellison
President, Fort Lauderdale/Broward Branch NAACP

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)