

Cleveland County School Justice Partnership (CCSJP)

Memorandum of Understanding

WHEREAS, schools and law enforcement agencies share responsibility for school safety and must work together with complementary policies and procedures to create a safe school environment.

WHEREAS, some student misconduct can be best addressed through classroom, in-school, family, and community strategies and maintaining a positive climate within schools rather than through the justice system.

WHEREAS, schools and law enforcement agencies must ensure a consistent response to student misbehavior, efficiently utilizing alternative support services and reducing involvement of law enforcement and justice agencies for minor misconduct at school and school-related events.

WHEREAS, clarifying the responsibilities of school and law enforcement personnel with regards to nonemergency disruptive behavior at school and school-related events promotes the best interests of students, the school system, law enforcement, and the community.

NOW, THEREFORE, the Parties hereby agree as follows:

This memorandum of understanding (MOU) expresses the agreement of the parties for responding to non-emergency school disruptions. It strives to ensure a consistent response to student misbehavior, clarify that school officials, not law enforcement, are responsible for non-criminal school disciplinary matters, efficiently utilize alternative support services, and reduce involvement of law enforcement and court agencies in minor non-criminal misconduct at school and school-related events. While this MOU deals with responses to non-emergency school disruptions, the parties acknowledge the importance of cooperation between school officials and law enforcement in response to emergency and safety issues.

The parties agree to the following principles underpinning this MOU:

- A. Non-criminal school misconduct should not involve law enforcement action.
- B. Responses to school misconduct should be reasonable, consistent, and fair with appropriate consideration of relevant factors such as the student's age, the nature and severity of the incident, and the conduct's impact on other students, school staff, and the school environment.
- C. Students should be held accountable for their misconduct through a graduated response model that provides a continuum of services with increasingly more severe sanctions for continued or more serious misbehavior.

D. Students who do not commit serious misconduct should receive appropriate redirection and support from in-school and community resources prior to application of exclusionary discipline practices. This does not excuse compliance with mandatory reporting laws and policies.

E. Implementation of this MOU will require regular meetings, multidisciplinary training, annual evaluations, and an ongoing commitment to fostering the relationships that are the foundation of this agreement.

F. Although this MOU seeks to reduce the involvement of law enforcement and the justice system in minor misconduct, it does not prohibit or prevent such involvement when deemed necessary by Principals, the Superintendent of the Cleveland County Schools, the Cleveland County Board of Education, or the appropriate law enforcement agency or officer. However, because one of the objectives of the SJP is to reduce a juvenile's involvement with court, school officials and law enforcement shall make every effort to implement a graduated response to student misconduct.

G. This MOU shall not inhibit, discourage, or prevent individual victims of student misconduct from initiating criminal or juvenile charges against students nor shall it affect the prosecution of such charges.

H. School Resource Officers (SROs) are employees of either the City of Shelby, City of Kings Mountain, City of Boiling Springs or the Cleveland County Sheriff's Office who work in conjunction with school officials but are not agents of the Cleveland County Board of Education. Nothing in this MOU shall be construed to make the Cleveland County Board of Education, its Board Members, employees or agents, liable for the acts or omissions of any SRO or other law enforcement officer.

I. To the extent that this MOU conflicts with any applicable law or regulation, the applicable law or regulation shall control.

J. This MOU is not a binding contract. Violations of this MOU shall not give rise to or be construed as creating a cause of action by any person against any party to this agreement or their employees or agents, nor shall such violations be considered negligence per se. This MOU does not amend or alter any component of the Cleveland County Schools Code of Student Conduct or Board Policy regarding student discipline, including the consequences and procedures set forth therein. This MOU also does not alter or amend any component of the Cleveland County Board of Education's policies regarding discrimination, harassment, and bullying.

K. Nothing in this MOU shall be construed as increasing the common law standard of care owed by the parties, or any of them, to any person. This MOU shall not be construed as to confer any additional benefit or right on students above what is owed to them by the Cleveland County Board of Education under the Individuals with Disabilities Education Act (as amended), Section 504 of the Rehabilitation Act, or other law or regulation.

L. No person is a third-party beneficiary of this MOU.

I. DEFINITIONS

A. **“Code of Student Conduct”** means the Cleveland County Schools Code of Student Conduct.

B. **“Exclusionary Discipline Practices”** refers to suspension, expulsion, referral to the juvenile justice system or initiation of criminal charges.

C. **“Graduated Response Model”** is a tool that identifies appropriate interventions and consequences for school misconduct. The CCSJP Graduated Response Model is included in this MOU and referenced as *Attachment A*.

D. **“Public School Property”** means the physical premises of all school campuses and properties, active bus stops, all vehicles under the control of Cleveland County Public Schools, and the premises of all school-sponsored curricular or extracurricular activities, both on or away from a school campus.

E. **“School-Based Diversion”** (SBD) means an educational program or community-based service identified as an effective alternative to exclusionary discipline practices.

F. **“School-Based Misconduct”** means any non-criminal violation of the Code of Student Conduct.

G. **“School Resource Officer”** (SRO) means a certified law enforcement officer who is assigned to provide coverage to a school or a set of schools.

H. **“Student”** means a person duly enrolled in the Cleveland County Schools, regardless of age.

II. TERMS OF AGREEMENT

A. Establishment of the Cleveland County School Justice Partnership

This MOU establishes the Cleveland County School Justice Partnership (CCSJP). The CCSJP shall be comprised of the following agencies: Cleveland County School System; Cleveland County Sheriff's Office; Shelby Police Department, Kings Mountain Police Department, Boiling Springs Police Department, Division of Adult Correction and Juvenile Justice for the 27th Judicial District, Office of the District Attorney for the 39th Prosecutorial District; Cleveland County Department of Social Services, Partner's Managed Care Organization (Behavioral Health) and the District Court of the 27B Judicial District.

The CCSJP shall:

1. Convene regular meetings on a schedule established by the parties
2. Share this MOU with appropriate personnel of agencies that are a part of this partnership
3. Provide necessary and regular training on implementation of the MOU
4. Monitor implementation of the MOU
5. Collect data and assess the effectiveness of the MOU
6. Cooperate on seeking funding sources
7. Modify the MOU as appropriate

B. Problem-Solving Approach

1. Schools will make every reasonable effort to resolve school-based misconduct using appropriate classroom interventions, support services, and community strategies prior to implementing exclusionary discipline practices. To ensure equal treatment, teachers and administrators should use the CCSJP Graduated Response Model to make informed decisions on consequences, interventions, and responses to particular types of misconduct. However, the decision for each student must be tailored to address the student's specific circumstances and needs and the need to ensure school safety.

2. At each tier of intervention, the person handling the intervention should assess whether the student misconduct is due to academic, mental health, social issues, or overlapping issues.

3. When determining appropriate interventions and consequences, all relevant factors should be considered, including, but not limited to:

- Age, health, risks, needs, and disability or special education status of the student,
- Intent, context, prior conduct, and record of behavior of the student,
- Previous interventions with the student,
- Student's willingness to repair the harm,
- Parent and/or guardian's willingness to address any identified issues,
- Seriousness of the incident and degree of harm caused,
- Effect on the educational environment by the student's continued presence in school.

4. Race, ethnicity, gender, gender identity, sexual orientation, religion, and national origin of the student and /or family will not be considered when determining consequences for student misconduct.

C. Role of Law Enforcement at the School

1. Role of the School Resource Officer (SRO)

The role of the SRO is to maintain school safety. School administrators shall be responsible for handling school-based misconduct. School administrators work in conjunction with but shall not direct or request an SRO to take action regarding school-based misconduct.

2. Role of Non-SRO Law Enforcement Officers

Law enforcement officers who are not SROs should adhere to the following protocols when on school grounds in non-emergency circumstances:

- i. *Coordination with School Administrators* – Law enforcement shall endeavor to coordinate and communicate with school administrators whenever they plan any activity on school grounds.
- ii. *Necessity of the Action* – Prior to entering a school to conduct an investigation, arrest or search, law enforcement officers should consider the necessity of such action based on the potential danger to persons; the likelihood of destruction of evidence or other property; the ability to conduct the investigation, arrest, or search elsewhere; and other factors relevant to law enforcement and public safety.
- iii. *Custody Protocols* – When taking a student into custody, if it will not jeopardize public safety, law enforcement officers should make reasonable efforts to avoid making arrests or taking students into custody on school premises. Whenever reasonably possible in light of safety concerns, students shall be taken into custody out of sight and sound of other students.

D. Responding to Student Misconduct

Students need to be held accountable for misconduct to learn from their mistakes, take responsibility for their actions, and reconnect to the school community. One of the most effective means of holding students accountable for their actions is providing them with support from school teachers and officials who interact with them daily. The appropriate response to school-based misconduct should be narrowly tailored using the Graduated Response Model for guidance. (Attachment A)

1. Graduated Response Model

Each school shall implement the school-based Graduated Response Model. Schools that utilize programs such as Positive Behavioral Intervention and Supports (PBIS) may already have a Graduated Response Model in place. The purpose of the Graduated Response Model is to ensure that all appropriate interventions, including positive interventions, have been pursued for every student before application of exclusionary discipline practices.

The Graduated Response Model includes a multi-tiered system of supports designed to help professionals at each intervention understand the options available to address the misconduct. Tiered interventions include classroom intervention, school administration intervention, school-based team intervention and law enforcement intervention, as described below.

i. *Classroom Intervention* – The teacher will manage classroom intervention for behaviors that are passive and non-threatening, such as dress code violations and violations of minor classroom rules. As detailed in the Graduated Response Model, classroom intervention options might include redirection, re-teaching, school climate initiatives, modifying seating arrangements, and initiating parent and/or guardian contact. SROs should not be involved.

ii. *School Administration Intervention* – School administrators will manage intervention to address more serious or repetitive behaviors and behaviors that occur in school but outside of the classroom. Examples of behaviors at this tier include repetitive patterns, defacing school property, truancy, threats not involving personal injury, and other minor school-based misconduct. As detailed in the Graduated Response Model, administration intervention options might include, but are not limited to, time in the office, in-school suspension, redirection, after-school detention, loss of privileges, reparations, or parent/guardian conferences. Referral to appropriate school, community-based, mental health or social services may be justified. SROs should not typically be involved.

iii. *School-Based Team Intervention* – The school administrator will work with a school-based team when the behavior and needs of the student warrant an assessment process and intervention using school and community services. The team should include individuals knowledgeable about the student, including one or more teachers, administrators, support personnel, and when appropriate, family members or guardians, the student, and community partners. Assessment and service intervention options should include any classroom or school administration interventions and might include referral to a community service or community-based program, in-school suspension, out-of-school suspension, expulsion, or referral to court. SROs may be involved as part of the school-based team.

iv. *Law Enforcement Intervention* – When violations of criminal law occur, the school administrator shall notify law enforcement, including the SRO. Because this intervention is managed by law enforcement, behaviors within this tier must be violations of criminal law. However, involvement of law enforcement does not necessarily mean a referral to juvenile court or initiation of criminal proceedings.

E. Determining Appropriate Tiers of Intervention

1. School-Based Misconduct

If a student engages in school-based misconduct, the school administrator and his or her designee(s) will be the primary sources of intervention and determination of disciplinary consequences. In addition, school officials should make every effort to connect students to school or community-based support services, such as counseling, mentoring, or extracurricular activities.

2. Criminal Law Violation

If a student commits an act that constitutes a violation of criminal law, law enforcement intervention shall occur. Law enforcement intervention does not mean that an arrest and/or court referral is necessary. If the behavior does not involve a threat to school safety and can be appropriately addressed through a graduated response, the SRO should use the Graduated Response Model before filing a juvenile petition or initiating a criminal charge.

III. SPECIAL CONSIDERATIONS

A. Exigent Circumstances

Situations may arise that warrant removal of a student from public school property to maintain the safety of other students and school staff or to prevent or stop disruptions to the learning environment. In such circumstances, the administrator shall utilize the least restrictive measures appropriate to the circumstances to remove a student from public school property beginning with contact of the parent(s) and/or guardian(s) to retrieve the child. If the student refuses to comply with the administrator's direction to leave the school property, the SRO shall be notified.

B. Special Education Prerequisites

A juvenile petition or criminal process should not be filed against a student with an Individualized Education Program (IEP) without first considering the student's IEP and determining what actions are required under the IEP to remedy the behavior or if the IEP should be modified to assess the behavior giving rise to the conduct. If the SRO believes that a juvenile petition or criminal process is appropriate, and the student has an IEP, the SRO should notify the appropriate school administrator. This MOU also acknowledges that law enforcement should not be involved with a special needs student unless the situation escalates into a criminal offense.

C. Bullying

Student actions that involve bullying should be handled in accordance with existing policies of the Cleveland County Schools regarding bullying, consistent with the Safe Schools Act, and as provided by law.

D. Diversion

SROs may, in their discretion, utilize Teen Court as a diversion option even though a case could be referred to court. SROs must contact the Teen Court Coordinator for approval.

E. Treatment of Elementary Age Students

Misconduct by elementary students should be dealt with outside of this MOU with age-appropriate interventions.

F. Parents, Guardians, and Private Service Providers

Parties to this MOU encourage parents, guardians, private and community-based service providers to involve schools in a student's treatment. Wrap-around services (when multiple providers and professionals from various disciplines work together to address a student and his or her family's needs) are more effective when all the professionals and service providers that work with a student share relevant information.

G. Suicide, Child Abuse, and Self-Injurious Behavior

If a student expresses suicidal thoughts or there is evidence or reports of child abuse, neglect or self-injurious behavior, those incidents should be reported immediately in accordance with Cleveland County Schools Policy and North Carolina state law.

IV. TRAINING

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

V. DATA COLLECTION, DATA SHARING AND PROGRESS MOINITORING

A. Data Collection

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 MOU. No identifying data should be included in the reports to protect student privacy and confidentiality.

The following data shall be collected to assess the effectiveness of this MOU:
For each school-based disciplinary incident that occurs:

- Type of offense
- Date of offense
- School intervention (e.g., parent/guardian conference, in-school suspension, out-of-school suspension)
- Name of school personnel involved
- If suspended, length of suspension
- Law enforcement intervention, if any (e.g., search or seizure, use of force, questioning, diversion, court referral, detention) (can be multiple responses)
- Name of officer(s) involved

- If referred to court, offense for which student was charged
- If referred to court, outcome of referral (e.g., diversion plan, dismissal, adjudicated/convicted)
- If diverted to service, service type (e.g., Teen Court, School-Based Diversion Program, mediation program, community service, mental health referral)
- Student demographics (gender, race/ethnicity, age, grade, school, disability status, limited English proficiency status)

These data elements are necessary for evaluation, but the parties should strongly consider collecting additional data to fully evaluate the effectiveness of the MOU. For example, student success measures (e.g. attendance, academic performance, past offenses, future offenses) can be tracked to help determine the effectiveness of the school's response to student misconduct. The parties also can examine the effectiveness of various graduated responses to inform future modifications to the MOU.

B. Data Sharing

On a regular basis that should not exceed one month, any agency (school, law enforcement, social services, mental health, or other services) that refers a student to another agency should request follow-up information to determine what actions have occurred. Information sharing agreements (Mutual Exchange of Information Form) should be requested from the parent and/or guardian, so private agencies can also share information with the schools. Regular follow-up and data sharing are required for monitoring of individual student progress and determination of service needs.

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

C. FERPA Compliance

The SRO may have access to confidential student records or to any personally identifiable information of any student as defined in 34 CFR 99.3 to the extent allowed under the Family Educational Rights and Privacy Act (FERPA). SROs and other law enforcement officers shall have access to confidential student records or personally identifiable information in those records when conducting a criminal investigation or otherwise when carrying out their duty to maintain school safety. School officials may share relevant confidential student records and personally identifiable information contained in those records with SROs or other law enforcement officers under either of the following circumstances:

- 1) The SRO has a Consent for Release of Information from a parent and/or guardian or eligible student to review the records or information in question.

2) The Principal or designee reasonably determines that disclosure to the SRO or other law enforcement officer without the Consent for Release of Information is necessary considering an articulable and significant threat to one or more person's health or safety.

D. Progress Monitoring


The parties agree to establish a Progress Monitoring Team composed of designees from each signatory to this MOU. On a regular basis and at least quarterly, the parties agree that the Progress Monitoring Team will meet to provide oversight of the MOU and review relevant data and analysis. Each year the Progress Monitoring Team will determine if changes to their memberships would be beneficial. At least annually, the Team will prepare a report of activities and make recommendations for improvements to the MOU and/or its implementation.

VI. Duration and Modification of Agreement

This MOU shall become effective August 1, 2020 and shall remain in full force and effect until modified by agreement of the parties hereto. However, nothing shall preclude a party from withdrawing from the Agreement in that party's discretion.

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

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Jeannette R. Reeves, Chief District Court Judge, 27B Judicial District


June 9, 2021

VI. Duration and Modification of Agreement

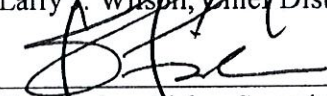
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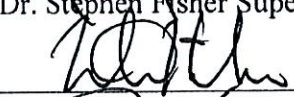
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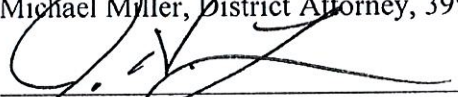
Larry A. Wilson, Chief District Court Judge, 27B Judicial District 5/7/20




Dr. Stephen Fisher Superintendent, Cleveland County Schools 05/11/2020



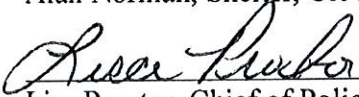
Michael Miller, District Attorney, 39th Prosecutorial District 5/14/20



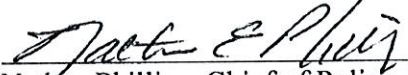
Jeffrey Ledford, Chief of Police, Shelby 5/11/20



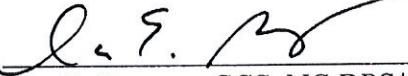
Alan Norman, Sheriff, Cleveland County 5/27/2020



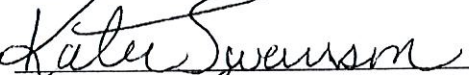
Lisa Proctor, Chief of Police, Kings Mountain 5/29/2020




Nathan Phillips, Chief of Police, Boiling Springs 05/28/2020



Sara E. Brunner, CCS, NC DPS/Juvenile Justice May 8, 2020



Katie Swanson, Director, Cleveland County DSS 5/8/2020



Rhett Melton, Chief Executive Officer, Partners Behavioral Health Management 5/29/2020

Cleveland County School Justice Partnership Committee

(Attachment A)

The Cleveland County School Justice Partnership (SJP) committee was developed in October of 2018, to guide and direct the implementation of SJP as a part of the Raise the Age initiative that began on December 1, 2019. This committee was formed at the direction of our Chief District Court Judge and encompasses the following disciplines:

- Judicial Representatives
- Law Enforcement
- Juvenile Services
- District Attorney
- School System Personnel
- Juvenile Resources

This assembly of resources were determined to be some of the key stakeholders in this program. The goal of this group is to see that the SJP initiative meets the goal of reducing the number of juveniles that are sent into the court system and that low-end offenses are diverted through other channels when possible.

One objective of the committee was to identify a list of these offenses and determine the best course of action when school personnel or a school resource officers encounters them. After much discussion, the following three-phase approach was agreed upon and classified into three distinct levels:

Tier 1 – Offenses should be addressed by school personnel and school administrators

Tier 2 – Offenses should be addressed by school administrators and law enforcement, which juvenile services and possibly the district attorney's office could be consulted.

Tier 3 – Offenses should be handled by law enforcement in conjunction with juvenile services and the district attorney's office. School administration will be informed of what is transpiring with the case.

The attached sheet is a list of offenses as well as the response tier where the offense should begin to be handled. This list is not intended to be all-inclusive but was determined to be the main types of situations that could lead a juvenile to be court involved.

The response tiers are simply a guideline for school personnel and law enforcement. Discretion should be used, and each offense should be looked at on its own merits. Every case is different, so it will be imperative that school personnel and school resource officers have discussions to ensure that the chosen response tiers are appropriate, based on the prior offense(s) and/or discipline history of the student.

Cleveland County School Justice Partnership Committee Graduated Response Model

Tier	Offense Examples	Potential Resources
Tier 1 Response: School personnel and school administrators, may also consult with SRO	Simple Affray, not involving physical injury or heightened level of concern	Disciplinary Actions in the CCS Code of Conduct C-Stop
	Disorderly Conduct	JCPC Programs; Mediation and Restorative Justice Programming, Teen Court, Mentor Program, Kids at Work, CEI at TPA
	Trespassing	School based behavioral/mental health services
	Weapon of School Property, excluding firearms	School based intervention teams
Tier	Offense Examples	Potential Resources
Tier 2 Response: School administrators and SRO, may confer with Juvenile Justice and DA's Office	Simple Assault, not involving school personnel and no heightened level of concern	Tier 1 Resources and, Court Services, Juvenile Justice Diversion/Supervision
	Misdemeanor Larceny	JCPC Programs, PORT, Community Service/Restitution
	Simple Possession of Marijuana.	Community Agency Programming, Health Department (SOBIR)
	Possession of Drug Paraphernalia	
	Underage consumption/consumption on school property	
	Damage to Personal or Real Property, less than \$200	
	Resist, Obstruct, Delay a LEO	
Tier	Offense Examples	Potential Resources
Tier 3 Response: Law Enforcement, Juvenile Justice, DA's Office, school administration	Weapon Offenses involving a firearm	Tier 1 and 2 Resources and, Juvenile Justice Supervision and JJ resources in conjunction with Court Services.
	Drug Offenses other than simple possession and paraphernalia	JCPC Programs, Community Service/Restitution
	Assaults involving serious injury	Youth and Family Support Programs, i.e. Roots and Wings, Family Centered Treatment
	Damage to Property over \$200	Juvenile Call In
	Threats involving school property or personnel	DJJ Assessment Center/Level II Resources
	Gang related offenses	

****School based misconduct, not deemed to be a chargeable (criminal/delinquent) offense, will be addressed in accordance with the Cleveland County Schools Code of Conduct****