



**LENOIR COUNTY
PARTNERSHIP AGREEMENT
COMMUNITY TEAMS
WITH SCHOOLS
“FACTS”**

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SECTION 1 - INTRODUCTION

1.01 Introduction:

Schools, law enforcement and the community share responsibility for school safety and must work together with complementary policies and procedures with the goal of a safe learning environment for everyone. This Lenoir County Partnership Agreement 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, efficiently utilize alternative support services, including mental health services, and reduce involvement of law enforcement and court agencies for minor misconduct at school and school-related events. While this Lenoir County Partnership Agreement deals with the response to non-emergency school disruptions, the parties hereto also acknowledge the importance of cooperation between school officials and law enforcement in response to emergency and safety issues.

1.02 Basic Principles:

The parties agree to the following principles upon which this Lenoir County Partnership Agreement is founded.

- A. The vast majority of student misconduct can be best addressed through classroom, in-school, family and community strategies and maintaining a positive climate within schools rather than by involvement of the justice community.
- B. Academic achievement and positive behaviors increase when schools provide an environment where students and staff feel physically and emotionally safe, connected, fairly treated and valued.
- C. Students with unmet behavioral health needs are more likely to experience high suspension rates and lower academic achievement.

- D. The parties are committed to eliminating racial and ethnic disproportionality and disparities in the administration of discipline for school-based criminal conduct.
- E. The response to school disruptions should be reasonable, consistent and fair with appropriate consideration of relevant factors such as the age of the student, the nature and severity of the incident and the impact of the conduct on the learning environment.
- F. Students should be held accountable for their actions. When appropriate, a graduated response to minor misconduct that provides a continuum of services and increasingly more severe sanctions for continued misbehavior should be used.
- G. Disruptive students, who do not commit more serious offenses, should receive appropriate redirection and support from in-school and community resources prior to the consideration of the involvement of the law enforcement, or referral to court. This does not excuse compliance with mandatory reporting laws and policies.
- H. Clarifying the responsibilities of school and law enforcement 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.
- I. Implementation of this plan will require regular meetings, multi-disciplinary trainings, annual evaluation of the plan, and an ongoing commitment to fostering the relationships that are the foundation of this Lenoir County Partnership Agreement. The parties acknowledge that this Lenoir County Partnership Agreement shall not inhibit, discourage or prevent individual victims of student misconduct from initiating criminal or juvenile charges against students, when they believe it is appropriate to do so, nor shall it affect the prosecution of such charges.

- J. Students 18 years of age or older, actively enrolled in a Lenoir County Public School, who commit a Focused Act may be diverted under special circumstances after review.
- K. Students under 18 years of age, actively enrolled in a Lenoir County Public School, who commit a Focused Act should be diverted, if eligible, to a non-criminal remedy unless review warrants the filing of a juvenile petition or criminal charge
- L. This Lenoir County Partnership Agreement is primarily focused on criminal or juvenile charges against students and shall not prevent or inhibit the disciplinary reassignment, suspension or expulsion of students, when appropriate, by Principals, the Superintendent of the Lenoir County Schools or the Lenoir County Board of Education, when they deem it to be appropriate and in accordance with State law and the policies of the Lenoir County Board of Education. It shall not be necessary to implement a graduated response before students may receive a disciplinary reassignment, suspension or expulsion, when appropriate, in the discretion of school officials.
- M. The parties agree that School Resource Officers are employees of either the City of Kinston or Lenoir County and are not agents of the Lenoir County Board of Education. Nothing in this Lenoir County Partnership Agreement shall be construed to make the Lenoir County Board of Education, its Board Members, employees or agents, liable for the acts or omissions of any School Resource Officer or other law enforcement officer.
- N. To the extent that this Lenoir County Partnership Agreement conflicts with an applicable law or regulation, the applicable law or regulation shall control.
- O. Violations of this Lenoir County Partnership Agreement shall not give rise to or be construed as creating a cause of action by any person against any party to this

Lenoir County Partnership Agreement or their employees or agents, nor shall such violations be considered negligence per se.

- P. Nothing in this Lenoir County Partnership Agreement shall be construed as increasing the common law standard of care owed by the parties, or any of them, to any person. This Lenoir County Partnership Agreement shall not be construed as to confer any additional benefit or right on students above what is owed to them by the Lenoir County Board of Education under the individuals with Disabilities Education Act (as amended), Section 504 of the Rehabilitation Act or other law or regulation.
- Q. No person is a third party beneficiary of this Lenoir County Partnership Agreement.
- R. All parties to this Lenoir County Partnership Agreement shall comply with the requirements of the Jessica Lunsford Act, as enacted in North Carolina.

SECTION 2 - DEFINITIONS

2.01 Student – a child under the age of 18 years old, in special circumstances up to age 22, enrolled in Lenoir County Public Schools.

2.02 Focused Act – a criminal act that, when committed by a student on public school property does not, by its nature, require the filing of a juvenile petition or criminal charge. Reference Section 3.04, “Focused Acts” below.

2.03 Public School Property – school grounds, including buildings and facilities, school buses or other modes of transportation owned, operated or under the control of Lenoir County Public Schools, or during a school sponsored or related event to include the physical school premises of all school campuses and properties, active bus stops, all vehicles or other modes of transportation under the control of Lenoir County Public Schools, and the

premises of all school sponsored curricular or extra-curricular activities, whether occurring on or away from a school campus.

2.04 School Resource Officer (SRO) – any law enforcement officer assigned to one or more Lenoir County Public Schools on a permanent or temporary basis.

2.05 School Based Graduated Response Model – appropriate interventions, including positive interventions, that may include educational programs or community based services developed according to each individual school’s needs. The Positive Behavioral Interventions and Supports (PBIS) model may be used in schools that already have it in place.

2.06 Student Code of Conduct – refers to the student behavior guidelines approved by the Lenoir County Public Schools Board of Education included in Policy Code 4300 of the Lenoir County Board of Education Policies and distributed by the Superintendent to students each school year.

2.07 Progress Monitoring Team – refers to a team composed of members from each stakeholder group (school administration, school support services, school resource officers, law enforcement, mental health, community justice, community members, youth, and service providers) that will meet on at least a quarterly basis and will maintain oversight of the agreement and review relevant data and analysis.

2.08 Warning Notice – is an official notice of criminal violation for a school-related offense provided to the juvenile, and/or his parent or guardian, which offers an alternative diversion program as a consequence and remedial tool in lieu of the filing of a criminal complaint.

SECTION 3 – TERMS OF THE AGREEMENT

3.01 Summary of Key Points

The parties agree to:

- A. Convene a Progress Monitoring Team for the purpose of monitoring and oversight of this Lenoir County Partnership Agreement when it is implemented;
- B. Share this agreement with a copy to all school and law enforcement personnel;
- C. Provide necessary and regular staff training on implementation of the agreement;
- D. Thoroughly investigate student misbehavior and; when appropriate, put into practice a graduated response prior to referral to court;
- E. Clarify the role of the SRO and law enforcement in schools;
- F. Monitor implementation of this Lenoir County Partnership Agreement;
- G. Collect data and assess the effectiveness of this Lenoir County Partnership Agreement;
- H. Modify this Lenoir County Partnership Agreement as appropriate and review at least annually; and
- I. Assemble a threat assessment team in the event warning signs of serious behavior reappear.

3.02 Key Factors in Making Disciplinary Decisions

The parties agree that when determining consequences for students' disruptive behavior all relevant factors, including but not limited to the following factors shall be considered, if information on the factors is available:

- A. Age, health, risks, needs and disability or special education status of the student.
- B. Intent, context, prior conduct and record of behavior of the student.
- C. Previous interventions with the student.
- D. Student's willingness to repair the harm.
- E. Parents' willingness to address any identified issues.

- F. Seriousness of the incident and degree of harm caused.
- G. The effect on the educational environment by the student's continued presence in school.

The parties agree that when determining consequences for students' disruptive behavior that race/ethnicity, gender, gender identity, sexual orientation, religion and national origin of the student and family will NOT be considered.

3.03 School Based Graduated Response Model to Focused Acts

A. Classroom Intervention

The classroom teacher has always played a prominent role in guiding, developing and reinforcing appropriate student conduct and is acknowledged as the first line in implementing the school discipline code and shaping school climate in the classroom. As such, this model begins with a range of classroom management techniques that should be implemented for minor classroom infractions 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 minor classroom rules. SROs should not be involved at this level. Classroom intervention options might include redirection, re-teaching, school climate initiatives, moving seats and teacher initiated parental contact.

B. 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, threats, and minor behaviors in hallways, bathrooms, courtyards and school buses. Administration intervention options might include, but is not necessarily limited to: time in the office, in-school suspension, redirection, after school detention, loss of privileges, reparation, parental conference, referral to appropriate school services, short-term suspension, and referral to the Department of Social Services.

C. School Based Team

When the behavior and needs of the student warrant, an assessment process and intervention with the use of school and community services may be appropriate. This intervention is managed by the school administrator with a school based team. The team should consist of individuals knowledgeable about the student including one or more teachers, administrators, support personnel, and when appropriate, the family, the student and community members. 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 appropriate classroom or school administration interventions and might include referral to community service or community based programs, in-school suspension, out-of-school suspension, expulsion or referral to court. Truant behavior should not lead to an out-of-school option. School Resource Officers can be involved in their role on the school based team.

D. School Based Graduated Response Model to Focused Acts

Each school should develop its own School Based Graduated Response Model that fits their school's needs and resources. The goal is to make sure all appropriate interventions, including positive interventions, have been pursued for every student before any involvement of law enforcement will be considered for minor student conduct violations.

The School Based Graduated Response Model Chart, attached as Appendix C is an example to help professionals at each level of intervention understand the type of options available to them. It is understood that when there is serious misconduct, including but not limited to conduct involving weapons, violence, sexual misconduct or drugs involved, there may be immediate law enforcement responses that are appropriate.

Each school should develop its own chart since each school has different resources. Schools that utilize programs such as Positive Behavioral Interventions and Supports (PBIS) may already have a graduated response model in place. This School Based Graduated Response Model is a refined multi-tiered system of supports (MTSS).

At each level of intervention it should be assessed whether the Focused Acts are due to academic, mental health, or social issues. Note that many student behaviors could be a result of overlapping issues. For example, a student who is behind academically for not completing homework may be frustrated and acting out in class. But there also may be issues at home where the student is responsible for caring for younger siblings that could be addressed to help allow for homework time.

A School Based Graduated Response Model encourages professionals to find student support solutions when possible. Repeated punishments may not be effective if there are significant underlying causes to student misbehavior and the student's presence in school is not interfering with the learning environment. When discipline is warranted there should be efforts to make it logical and natural. For example, if a student defaces property they could be required to make repairs and reparations. If a student skips class; suspension is not logical since the student will miss even more class time. Instead, lunch detention to make up missing work, for example, may make more sense.

E. Law Enforcement Intervention

Only when classroom, school, family and community options have been found ineffective (or in cases of serious misconduct or an emergency) should the school involve law enforcement, including the SRO. Involvement of law enforcement does not necessarily mean arrest and referral to court. This intervention is managed by law enforcement. Behaviors at this level must be violations of criminal law. Law enforcement options may include verbal warning; written warning conference with the student, parents, teachers and/or others; direct referrals to teen court, and/or community agencies; community service, criminal charges, juvenile charges and referral to court.

3.04 Focused Acts

There are multitudes of ways students may act that subject them to discipline. Non-criminal conduct may subject a student to discipline and, in appropriate cases, trigger the implementation of the School Based Graduated Response Model.

The following is a list of minor criminal offenses that may occur in schools that would trigger implementation of the School Based Graduated Response Model. Each situation must still

be evaluated as set out herein to address safety concerns, the learning environment for other students and whether the conduct suggests that more serious problems exist.

- A. Affray (not involving serious physical injury or weapons and no heightened level of concern);
- B. Simple Assault (not involving school personnel and no heightened level of concern);
- C. Disorderly Conduct;
- D. Misdemeanor Larceny;
- E. Misdemeanor Possession of Stolen Goods;
- F. Simple Possession of Marijuana (personal use);
- G. Possession of Drug Paraphernalia (personal use, and no evidence of sale);
- H. Possession or smoking cigarettes or nicotine containing products including e-cigs, underage;
- I. Damage to property (real property or personal property, damage less than \$1,000, no heightened level of concern);
- J. Possession/Use of Alcohol;
- K. Communicating Threats; and
- L. Second Degree Trespass.

The terms of this agreement, including the list of Focused Acts provided above, no way affects school administrators' obligation to report specific criminal acts as required by law.

3.05 Law Enforcement (not SRO's) Activity at Schools

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

- A. Law enforcement will endeavor to act through school administrators whenever they plan any activity on school grounds, when appropriate;
- B. Law enforcement officers entering school grounds will be aware of the potential disruption of the educational process that law enforcement presence may cause;

- C. Law enforcement shall notify the SRO assigned to a particular school and shall coordinate his/her efforts with that SRO whenever practical;
- D. Prior to entering a school to conduct an investigation, arrest or search, law enforcement officers will consider the necessity of such action based on:
 - 1. The potential danger to persons;
 - 2. The likelihood of destruction of evidence or other property;
 - 3. The ability to conduct the investigation, arrest or search elsewhere;
 - 4. Other factors relevant to law enforcement and public safety.
- E. When taking a student into custody:
 - 1. Law enforcement officers should make reasonable efforts to avoid making arrests or taking students into custody on the school premises, when appropriate.
 - 2. Whenever possible and appropriate, students should be taken into custody out of sight and sound of other students.
 - 3. The safety of persons is the paramount concern and law enforcement officers shall not be limited by this agreement if in their professional judgment students should be taken into custody on school premises or in the sight or sound of other students.

3.06 Adult Probation Officer’s Activity at Schools

The parties agree that officers from Community Corrections (“Probation Officers”) need to follow certain protocols when on school grounds in non-emergency circumstances as follows:

- A. Probation Officers will endeavor to act through school administrators whenever they plan any activity on school grounds, when appropriate;
- B. Probation Officers entering school grounds will be aware of the potential disruption of the educational process that law enforcement presence may cause;
- C. Probation Officers shall notify the SRO assigned to a particular school and shall coordinate his/her efforts with that SRO whenever practical;
- D. Prior to entering a school to conduct an investigation, arrest or search probation officers will consider the necessity of such action based on:
 - 1. The potential danger to persons;
 - 2. The likelihood of destruction of evidence or other property;

3. The ability to conduct the investigation, arrest or search elsewhere;
 4. Other factors relevant to law enforcement and public safety.
- E. When taking a student into custody:
1. Probation officers should make reasonable efforts to avoid making arrests or taking students into custody on the school premises, when appropriate
 2. Whenever possible and appropriate, students should be taken into custody out of sight and sound of other students.
 3. The safety of persons is the paramount concern and probation officers shall not be limited by this agreement if in their professional judgment students should be taken into custody on school premises or in the sight or sound of other students.

3.07 Role of the School Resource Officer

The mission of the SRO is to improve school safety and the educational climate at the school, not to enforce minor incidents of school discipline or punish students. The SRO's presence on school campus is desirable to reduce the likelihood of weapons, drugs, and persons with the intent to commit harm from entering upon the campus or to attempt to disable persons with intent to harm and confiscate weapons and drugs that enter campus premises. This primary safety concern could be compromised when SROs are removed from campus to transport students on Focused Acts or when distracted on campus by students committing Focused Acts. Absent a real and immediate threat to student, teacher, or other school official, and absent the situations described herein where SRO intervention is deemed appropriate, the school administrators shall be responsible for the handling of situations and shall not direct an SRO to take action contrary to the terms, conditions, and spirit of this agreement and the role of the SRO that would result in the unnecessary filing of a juvenile petition, citation, or arrest.

The role of the SRO also includes the following:

- A. To develop or expand crime prevention efforts for students;
- B. To educate likely school-age victims in crime prevention and safety;
- C. To develop or expand community justice initiatives for students;
- D. To train students in conflict resolution, restorative justice, and crime prevention and awareness;

- E. To assist in the identification of physical changes in the environment that may reduce crime in or around the school; and
- F. To assist in developing school policy that addresses crime and to recommend procedural changes.

3.08 Role of the School Administration and Teachers

The primary purpose of this Lenoir County Partnership Agreement is to ensure that a school climate exists that puts an emphasis on an environment that allows educators to educate and students to be educated. In that respect, maintaining order in the school environment and investigation and responding to school discipline matters shall be the responsibility of the school administration. School administrators are expected to adhere to the student discipline procedures outlined in the applicable state and federal law and Board policies. Lenoir County Public Schools agrees to refrain from involving the SRO in the response to student disciplinary incidents and the enforcement of disciplinary rules that do not constitute violations of law, except when necessary to support staff in maintaining a safe school environment as outlined in this agreement.

3.09 Prerequisites to Filing a Juvenile Petition/Citation/Arrests

The parties agree that Focused Acts are considered school discipline issues to be handled by school officials and are not deemed criminal law issues warranting the filing of a juvenile petition or criminal citation unless the student has committed at least two (2) separate prior Focused Acts within the same school calendar year and each incident has been documented using the Warning Notice.

A. Warning Notice

The Warning Notice is a discretionary tool that is not required unless the SRO deems it just and appropriate. The SRO's discretion shall take into consideration certain factors that include but are not limited to the student's overall discipline record, academic record, nature of the offense, display of remorse, attitude toward others, and the disciplinary action taken by the school administrator. Nothing in this agreement shall be construed to require or mandate the use of a Warning Notice upon the commission of a Focused Act. A Warning Notice shall not be issued without first consulting with an administrator to ascertain the

disciplinary response of the administrator. The administrator's disciplinary response shall be given greater weight in mitigation of issuing a Warning Notice unless the nature of the act complained of and the needs of the student warrant additional action and/or services. The decision to issue a Warning Notice shall be made on a case by case basis using SRO discretion as described above. School administrators are prohibited from directing the SRO to issue a Warning Notice, cite or arrest a student, or file a juvenile petition. The SRO may apply verbal admonishments or counsel in lieu of a Warning Notice. The parties shall consult on the development of the Warning Notice.

B. Intervention

A commission of up to two (2) Focused Acts in the same school year may result in a referral to alternative resources made available by the school, juvenile court, or community. SROs are not required to make a referral and may admonish and counsel or give another warning using the Warning Notice, or defer to the disciplinary action taken by the administrator.

A referral is made using the Warning Notice and forwarded to the School Based Team. If the Focused Act is serious enough to warrant juvenile justice intervention or criminal charges, the SRO shall follow appropriate procedures.

The commission of a third Focused Act in the same school year may result in the filing of a juvenile petition, or charge as an adult (16 and older) but is not mandated by this agreement. The SRO has discretion to take other action that includes deferment to the administrator's disciplinary action, admonishment and counsel, or a referral to alternative resources.

C. Exigent Circumstances

The parties, from their experiences, acknowledge that there may be situations that warrant removal of a student from the campus to maintain safety of other students and school staff or to prevent or stop disruptions to the learning environment.

The SRO and administrator shall always utilize the least restrictive measures appropriate to the circumstances to remove a student from campus beginning with parental contact to retrieve their child.

Arrest and detention of a juvenile (student under 16 years of age) shall only take place in accordance with existing North Carolina Law.

D. Probation Exception

Under existing law a juvenile petition cannot be filed on a student who is on probation under the supervision of the Department of Juvenile Justice without obtaining approval from the Department. If a SRO has knowledge that a student 16 years of age or older is on adult probation, the SRO will make every effort to contact probation before charging any offense within this Lenoir County Partnership Agreement.

E. Special Education Prerequisites

A juvenile petition or adult citation or warrant shall not be filed alleging a Focused Act against a student with an Individualized Education Plan (“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 adult citation or warrant is appropriate and the student has an IEP, the SRO shall act immediately to bring the matter to the attention of the administrator to take appropriate steps in accordance with the IDEA and for the protection of the student's rights, and the rights of others, under the law.

F. Bullying

Written policies already exist in the Lenoir County Public Schools for response to bullying, consistent with the Safe Schools Act. See Policy Code: 1710 Prohibition Against Discrimination, Harassment and Bullying.

G. Felony Offenses

The parties acknowledge that some felony offenses may not warrant a juvenile petition due to the nature of the offense (e.g. no physical injury) coupled with the discretionary factors described above and the needs of the student, especially involving students diagnosed with Learning Disabilities (LD) and Emotional Behavioral Disorder (EBD). The parties agree that SROs are not mandated to refer a student to juvenile court on a petition or charge as an adult because the allegations are felonious. The SRO shall have the discretion to make the determination in consultation with the administrator.

The parties have acknowledged that it is in the best interests of the student to divert from the criminal justice system when warranted to avoid the stigmatization of criminality. The parties further acknowledge that it is a best practice for SROs to refrain from unnecessary filings that would otherwise minimize SRO visibility and presence on school campus and diminish the effectiveness of School Based Graduated Response Model supported by the parties.

The parties agree that in cases involving felony allegations that may warrant alternatives to filing a juvenile petition, the SRO may consult with the juvenile court intake supervisor for recommendations and/or direction.

H. Diversion

SROs are encouraged to utilize Teen Court as a diversion even though a case could be referred to court. SROs must contact the Teen Court Coordinator for approval. This is true even for offenses that have not been historically approved for Teen Court referral such as the misdemeanor weapon on campus offense. SROs shall have the ability to refer directly to Teen Court without charging via District Court when appropriate.

I. Arrest and Detention

No student accused of a Focused Act shall be placed in a secure facility unless approved by a juvenile court intake counselor and District Court Judge. If a

student meets the criteria for filing of a juvenile petition, it is presumed that the student will be released to his/her parent, guardian, custodian, or relatives to be returned to his legal caretaker.

In accordance with the law, a judge or designee shall not detain a child unless the statutory factors for secure custody have been evaluated. The juvenile court employs a Detention Assessment Tool to determine the risk of re-offending on acts resulting in serious bodily injury, theft and property destruction.

In the case of criminal charges (age 16 and above), citations should be used unless safety and risk factors necessitate arrest and an initial appearance before the magistrate.

J. Treatment of Elementary Age Students

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 agree that a juvenile petition or juvenile court intake shall not be filed on an elementary age student without first consulting with law enforcement. The tender age of elementary students demands that least restrictive measures be utilized to address the chronic disruptions of the student. The parties agree that elementary age students are not subject to these conditions, criteria, and agreements of this agreement and shall be handled in accordance to their age and state of mind.

K. Parents, Guardians and Private Service Providers

Parties to this Lenoir County Partnership Agreement encourage parents, guardians, and private service providers to involve schools in the treatment plan of students. Wrap-around services are more effective when all of the professionals and service providers that work with a student share relevant information.

3.10 Confidentiality; Access to Student Records

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, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable Lenoir County Public Schools Board of Education policies and procedures. SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purposes. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:

- A. The SRO has written consent from a parent or eligible student to review the records or information in question.
- B. The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.

3.11 Data Sharing, 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 Lenoir County Partnership Agreement.

A. Data Collection

On a quarterly basis, the following information will be collected. No identifying data should be included in the reports to protect student privacy and confidentiality.

1. School: number and types of disciplinary actions, numbers and demographics of students involved, referrals to law enforcement;
2. Law Enforcement: number and types of school incidents for which law enforcement incident reports are written, law enforcement actions on incidents; and

3. Support Services: number and types of referrals, interventions, programs, outcomes.

B. Data Sharing

On a regular basis that should not exceed a month, any agency (school, law enforcement, social services, mental health, and 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 parents and juveniles so private agencies can also share information with the schools. Regular follow-up and data sharing is 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 school year prior to the signing of the information sharing agreement and quarterly after the signing of the information sharing agreement.

C. Progress Monitoring

On a regular basis and at least quarterly, parties acknowledge and agree that the Progress Monitoring Team composed of members from each stakeholder group (schools' administration, school support services, school resource officers, law enforcement, mental health, researcher, community justice, community members, youth, service providers) will meet to provide oversight of this Lenoir County Partnership Agreement 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 progress Monitoring Team will prepare a report of activities and make recommendations for improvements to this Lenoir County Partnership Agreement and/or its implementation.

3.12 Destruction of Evidence

Any drug paraphernalia, illegal drugs or weapons seized by a SRO may be disposed of by presentation of a Destruction Order to a juvenile judge.

SECTION 4 - 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 Lenoir County Partnership Agreement within three months of signing. 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 Lenoir County Partnership Agreement should be trained as they are hired. Although training is the responsibility of the respective agency, the parties of this Lenoir County Partnership Agreement will strive to collaborate in their trainings to ensure that all personnel are operating under the same understanding.

SECTION 5 - MODIFICATION OF AGREEMENT

Modification of this Lenoir County Partnership Agreement shall be made only by the consent of all parties. Such modification shall be made with the same formalities as were followed in this Lenoir County Partnership Agreement and shall include a written document setting forth the modifications, signed by all parties.

Should the Administrative Office of the Courts issue policies, procedures, or guidance pertaining to the school-justice partnerships contemplated by the Juvenile Justice Reinvestment Act, *see* N.C. Gen. Stat. 7A-343(g) the parties shall reconvene within three months of such issuance and amend this agreement as appropriate.

SECTION 6 – EXECUTION

In Witness Whereof, the parties hereto, intending to cooperate with one another, have set their signature to this Lenoir County Partnership Agreement on this the 16 day of March, 2018.



Chief District Court Judge, 8th Judicial District

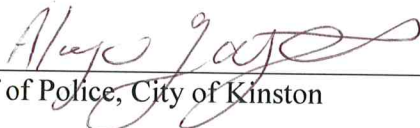


Juvenile Court Judge, Lenoir County

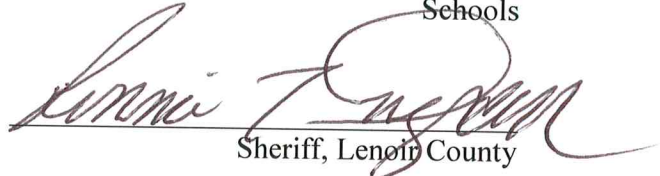


Chairman, Lenoir County Board of Education

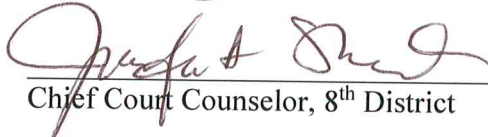
Superintendent, Lenoir County Public Schools



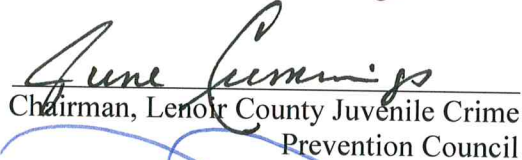
Chief of Police, City of Kinston



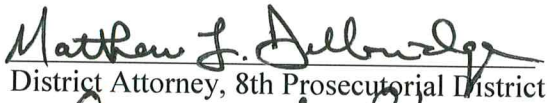
Sheriff, Lenoir County



Chief Court Counselor, 8th District



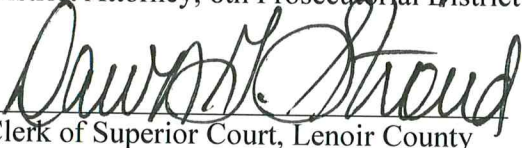
Chairman, Lenoir County Juvenile Crime Prevention Council



District Attorney, 8th Prosecutorial District



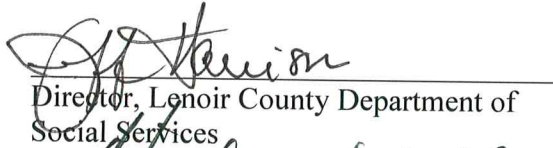
Mayor of City of Kinston



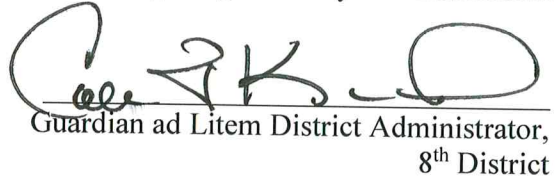
Clerk of Superior Court, Lenoir County



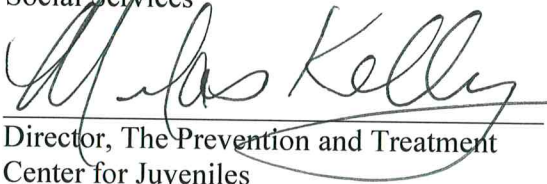
Chairman, Lenoir County Commissioners



Director, Lenoir County Department of Social Services



Guardian ad Litem District Administrator, 8th District



Director, The Prevention and Treatment Center for Juveniles

CEO, Eastpointe Managed Care Organization

SECTION 6 – EXECUTION

In Witness Whereof, the parties hereto, intending to cooperate with one another, have set their signature to this Lenoir County Partnership Agreement on this the _____ day of _____, 2018.

Chief District Court Judge, 8th Judicial District

Juvenile Court Judge, Lenoir County


Superintendent, Lenoir County Public Schools

Chairman, Lenoir County Board of Education

Sheriff, Lenoir County

Chief of Police, City of Kinston

Chairman, Lenoir County Juvenile Crime Prevention Council

Chief Court Counselor, 8th District

Mayor of City of Kinston

District Attorney, 8th Prosecutorial District

Chairman, Lenoir County Commissioners

Clerk of Superior Court, Lenoir County

Guardian ad Litem District Administrator, 8th District

Director, Lenoir County Department of Social Services

CEO, Eastpointe Managed Care Organization

Director, The Prevention and Treatment Center for Juveniles

SECTION 6 – EXECUTION

In Witness Whereof, the parties hereto, intending to cooperate with one another, have set their signature to this Lenoir County Partnership Agreement on this the 15th day of March, 2018.

Chief District Court Judge, 8th Judicial District

Juvenile Court Judge, Lenoir County

Chairman, Lenoir County Board of Education

Superintendent, Lenoir County Public Schools

Chief of Police, City of Kinston

Sheriff, Lenoir County

Chief Court Counselor, 8th District

Chairman, Lenoir County Juvenile Crime Prevention Council

District Attorney, 8th Prosecutorial District

Mayor of City of Kinston

Clerk of Superior Court, Lenoir County

Chairman, Lenoir County Commissioners

Director, Lenoir County Department of Social Services

Guardian ad Litem District Administrator, 8th District

Director, The Prevention and Treatment Center for Juveniles

Sarah N. Stroud
SARAH N. STROUD

CEO, Eastpointe Managed Care Organization

APPENDICES

A – Glossary of Terms

B – Focused Act Matrix

C – School Based Graduated Response Model Example

D – Membership of Progress Monitoring Team

Appendix A: Glossary of Terms

As used in this Agreement, the term:

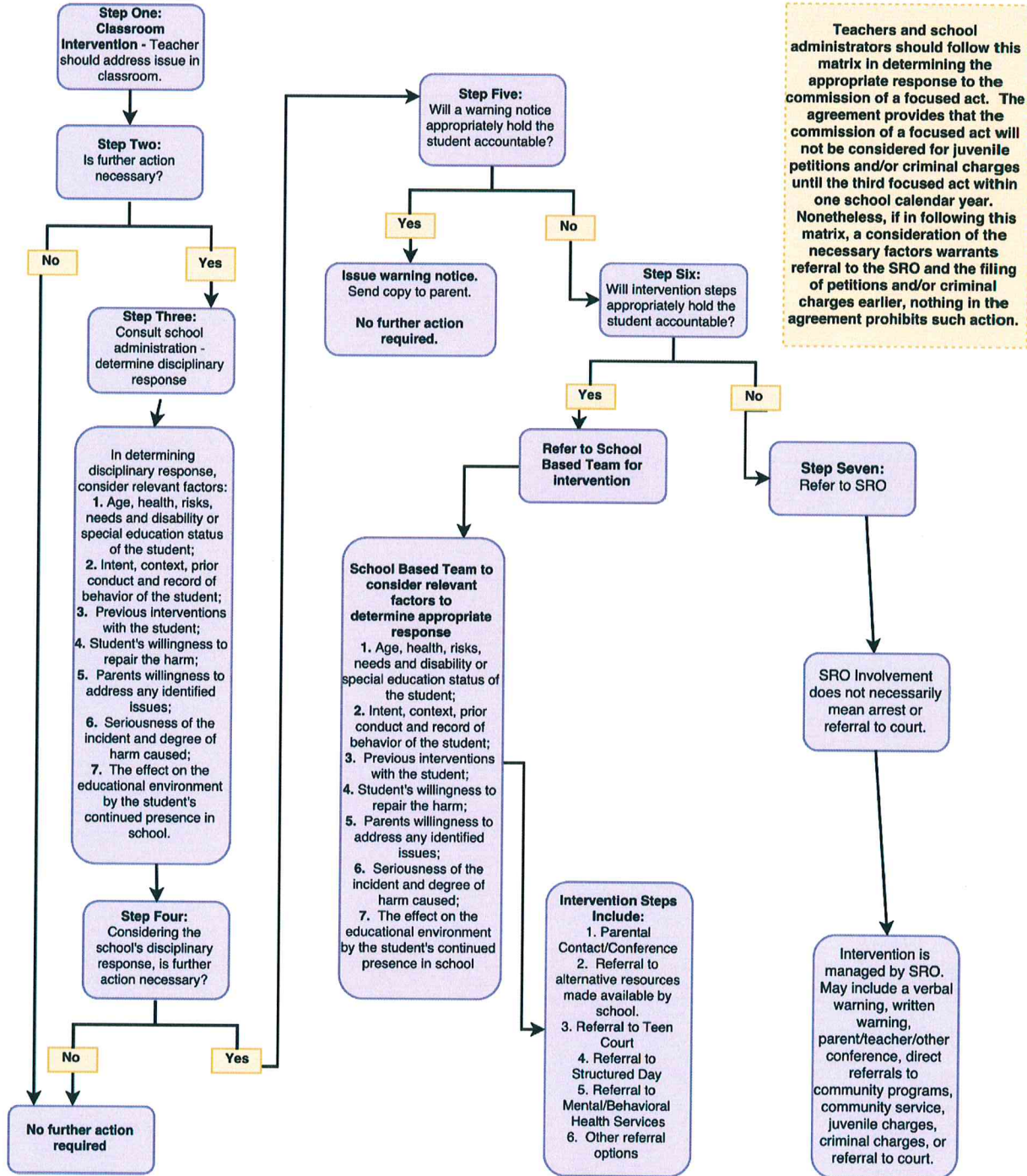
- a. "Student" means a child or adult enrolled in the Wayne County Schools.
- b. "Juvenile" means a student under the age of 16 years.
- c. "Adult" means a student 16 years of age or older.
- d. "Intake" means the division of the Juvenile Court responsible for reviewing petitions to determine which petitions may be handled informally and by diversion, which petitions may be referred to court, and evaluating which juveniles should be detained in the juvenile detention center or placed at another location, or returned home.
- e. "Detention Assessment Tool" means a risk assessment instrument used by Intake to determine if the juvenile should be detained or release. The Detention Assessment Tool measures risk according to the juvenile's present offense, prior offenses, Wayne County Partnership Agreement on the Handling of School Offenses runaways or escapes, and the juvenile's current legal status such as probation, commitment, etc.
- f. "Felony" is defined by the North Carolina General Statutes.
- g. "Misdemeanor" is defined by the North Carolina General Statutes.
- h. "Warning Notice" means a document or form used by the SRO to place a student on notice of his or her commission of a Focused Act and to warn the student that subsequent commissions of Focused Acts may result in graduated responses including but not limited to mediation, campus restrictions, mandatory participation in afterschool programs that may require parental participation, referral to support services for a chronically disruptive student for family assessment and treatment, and referral to the juvenile court as the last resort.
- i. "Diversion" means an educational program developed by the Court Counselor's Office or other provider approved by the Court Counselor's Office 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 a juvenile detention center.
- j. "Focused Acts" are defined in section 2.02.
- k. "IDEA" means Individuals with Disabilities Improvement Education Act which is a federal law ensuring services to children with disabilities. This law governs how states and public agencies provide early intervention, special education and related services to students.
- l. "IEP" means Individualized Education Program or Plan which is a written statement for each student with a disability that includes goals to meet the student's needs that result from the student's disability to enable the student to be involved in and make progress in the general education curriculum.

- m. "PBIS" means Positive Behavioral Intervention and Supports (PBIS) is a systemic approach to proactive, school-wide behavior based on a Response to Intervention (RtI) model. PBIS applies evidence-based programs, practices and strategies for all students to increase academic performance, improve safety, decrease problem behavior, and establish a positive school culture.

Appendix B:

Focused Act Matrix

Focused Acts are considered school discipline issues to be handled by school officials and are not deemed criminal law issues warranting the filing of a juvenile petition or citation unless the student has committed two (2) focused acts within one school calendar year. Section 3.09 This matrix starts with the commission of a focused act.



Teachers and school administrators should follow this matrix in determining the appropriate response to the commission of a focused act. The agreement provides that the commission of a focused act will not be considered for juvenile petitions and/or criminal charges until the third focused act within one school calendar year. Nonetheless, if in following this matrix, a consideration of the necessary factors warrants referral to the SRO and the filing of petitions and/or criminal charges earlier, nothing in the agreement prohibits such action.

Appendix C:

School Based Graduated Response Model Example

****Each school will develop its own chart since each school has different resources. Schools that utilize programs such as Positive Behavioral Interventions and Supports (PBIS) may already have a graduated response model in place. This Graduated Response Model is a refined multi-tiered system of supports (MTSS).

	Type of Behavior	Intervention Options
Teacher / Classroom or school interventions	<ul style="list-style-type: none"> • Dress code violations • Isolated and minor acts of disobeying classroom behavioral expectations • Not meeting academic expectations • Late to class • Refusing to do work 	Tier I and Tier II Interventions <ul style="list-style-type: none"> • Redirection • Journaling/ Reflection • Re-Teaching, tutoring, differentiation • Moving Seats • Contacting parents • School climate initiatives: Involvement with school wide interventions* Referral to appropriate support personnel: school counselor, social worker, nurse, school psychologist+
Administrator/School or District Interventions	<ul style="list-style-type: none"> • Repeated Behavior expectations violations • Truancy • Late to school • Fighting • Sexting/social media (other than communicating threats) 	Tier II interventions <ul style="list-style-type: none"> • Referral to appropriate support personnel+ • In school Suspension with academic support and social skills training • Targeted interventions such as referral to school social worker • School service learning • If no improvement refers to school base team
Student Base Team/ District or Community Interventions	<ul style="list-style-type: none"> • Repeated school rule violations • Failure in classes • Difficulty with behavior in multiple school settings • Excessive absenteeism 	Tier III Interventions <ul style="list-style-type: none"> • Using the problem solving method to determine best approach to help student • Functional Behavioral Assessment (FBA) with Behavior Intervention plan (BIP) • Student Success Team • Response to instruction (RTI) referral for academic and /or behavioral supports, Personal Education Plans (PEP) • McKinney-Vento considerations (homelessness) • Referral to targeted or intensive interventions** • Out of school suspensions should be avoided when possible and not used for absenteeism or tardies
Law Enforcement Intervention	<ul style="list-style-type: none"> • Weapons • Drugs • Battery • Communicating Threats 	Tier III Interventions <ul style="list-style-type: none"> • Teen Court • Community Service • Judicial Justice System as last reported
Focused Acts	<ul style="list-style-type: none"> • Affray (not involving serious physical injury or weapons and no heightened level of concern) • Simple Assault (not involving school personnel and no heightened level of concern) 	<ul style="list-style-type: none"> • Referral to appropriate support personnel • In School Suspension with academic support • Out of school Suspension with academic support and social skills training • Contacting parents • Drug and Alcohol Diversion Program via Lenoir County Cooperative Extension

	<ul style="list-style-type: none"> • Disorderly Conduct • Misdemeanor Larceny • Misdemeanor Possession of Stolen Goods • Simple Possession of Marijuana (personal use) • Possession of Drug Paraphernalia (personal use, and no evidence of sale) • Possession or smoking cigarettes or nicotine containing products including e-cigs, underage • Damage to property (real property or personal property, damage less than \$1,000, no heightened level of concern) • Possession/Use of Alcohol • Communicating Threats • Second Degree Trespass 	
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+ This list is not exhaustive. Referrals to appropriate support personnel: Teacher, School Counselor, Social Worker, Nurse, School Psychologist. At times, other personnel such as speech language pathologist or occupational therapist may be important resources for children. Some schools additionally foster support from mental health agencies such as EastPointe Mental Health, Pride-NC, Joseph's, and Nova Behavioral Health Care, etc.

*School wide initiative and school climate initiatives. Character Education, bullying prevention and response, classroom management, experimental learning, peer mediation community service projects, Career & Technical Education, academic guidance and support, sports, clubs (goal setting, time management, self-discipline, team work...)

**Intensive supports for individual students: Individual treatment, Hospital- Homebound services, Health Department/ Mental Health services, Community Crisis Response Team.

Appendix D:
Membership of Progress Monitoring Team

Lenoir County Schools:	Brent Williams Jonathan Sargeant Francis Herring
Juvenile Justice:	Jennifer Short
Law Enforcement:	Alonzo Jaynes Ronnie Ingram SRO
Judiciary Members:	Elizabeth A. Heath Ericka James
Lenoir County District Attorney's Office:	Matthew Delbridge
Mental Health Member:	Victoria Jackson
Service Provider Member:	Milas Kelly
Defense Bar Member:	Annette Turik
Guardian ad Litem Member:	Colleen Kosinski
Teen Court Member:	Nisha Grady