PREAMBLE

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, most student misconduct can be best addressed through classroom, in-school, family, and community strategies and maintaining a positive climate within schools rather than by exclusionary discipline practices.

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 regard 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 document expresses the agreement of the parties for responding to non-emergency school disruptions. It strives to ensure a consistent response to student misbehavior, clarify the role of law enforcement in school disciplinary matters, efficiently utilize alternative support services, and reduce involvement of law enforcement and court agencies in minor misconduct at school and school-related events. While this Agreement 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 agreement:

- A. Law enforcement actions, such as arrests, citations, or court referrals, should be used only as a <u>last resort</u> for school misconduct, unless the conduct involves serious criminal behavior that presents the threat of immediate harm or undermines the safety of students, faculty or staff.
- 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 the school environment.
- C. Students should be held accountable for their misconduct as indicated in Onslow County Board of Education Policy and the school's code of conduct. A multi-tiered system of support for students should be utilized as appropriate.

Inter-Agency Agreement on the Handling of School Offenses

- D. Students who do not commit serious misconduct should receive appropriate redirection and support from in-school and community resources. This does not excuse compliance with mandatory reporting laws and policies.
- E. Implementation of this plan will require regular meetings, multidisciplinary trainings, annual evaluations, and an ongoing commitment to fostering the relationships that are the foundation of this agreement. This agreement 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.
- F. Although this agreement seeks to reduce application of exclusionary discipline practices for minor misconduct, it does not prohibit or prevent application of those practices when deemed necessary by Principals, the Superintendent of the Onslow County Schools or the Onslow County Board of Education.
- G. School Resource Officers (SROs) are employees of either the City of Jacksonville or Onslow County Sheriff's Office and are not agents of the Onslow County Board of Education. Nothing in this agreement shall be construed to make the Onslow County Board of Education, its Board Members, employees or agents, liable for the acts or omissions of any SRO or other law enforcement officer.
- H. To the extent that this agreement conflicts with any applicable law or regulation, the applicable law or regulation shall control.
- I. Violations of this agreement 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.
- J. Nothing in this agreement shall be construed as increasing the common law standard of care owed by the parties, or any of them, to any person. This agreement shall not be construed as to confer any additional benefit or right on students above what is owed to them by the Onslow County Board of Education under the Individuals with Disabilities Education Act (as amended), Section 504 of the Rehabilitation Act, or other law or regulation.
- K. No person is a third-party beneficiary of this agreement.

I. DEFINITIONS

Inter-Agency Agreement on the Handling of School Offenses

As used in this Agreement, the term:

Α.	"C	ode of Student Conduct" means the ONSLOW County Schools Code of Student Conduct.
В.		xclusionary Discipline Practices" refers to suspension, expulsion, referral to the juvenile justice system or tiation of criminal charges.
C.	СО	ocus Acts" are acts that constitute a criminal offense but will not immediately trigger the filing of a juvenile mplaint or a criminal charge when committed by a student on public school property. For purposes of this reement, Focus Acts include the following offenses:
	۵	Simple Assault [G.S. 14-33(a) / Class 2 misdemeanor] unless the assault results in physical injury.
		Communicating Threats [G.S. 14-277.1 / Class 1 misdemeanor] unless there is a threat of death, serious bodily injury, or the threat is made against the school or a school official.
		Misdemeanor Larceny [G.S. 14-72 / Class 1 Misdemeanor] unless the larceny is greater than \$100.
		First-degree trespass [G.S. 14-159.12 / Class 2 misdemeanor]
		Second-degree trespass [G.S. 14-159.13 / Class 3 misdemeanor]
		Injury to Real Property [G.S. 14-127 / Class 1 misdemeanor] unless damage is greater than \$200.
		Injury to Personal Property [G.S. 14-160 / Class 1 or 2 misdemeanor] unless damage is greater than \$200.
		Misdemeanor Damaging a Non-Government Computer [G.S. 14-455(a) / Class 1 misdemeanor]
		Misdemeanor Littering [G.S. 14-399 / Class 3 misdemeanor]
		Disorderly Conduct [G.S. 14-288.4 (excluding (a)(8), disrupting funeral) / Class 2 misdemeanor]
		Disorderly Conduct in a Public Building [G.S. 14-132 / Class 2 misdemeanor]
		Throwing Objects at Sporting Events [G.S. 14-281.1; Class 3 misdemeanor]
		Simple Affray [G.S. 14-33(a); Class 2 misdemeanor] unless there is physical injury.
		Resisting, Delaying, or Obstructing an Officer [G.S. 14-223; Class 2 misdemeanor] assaults on law enforcement officers would not be considered focus offenses.
		Possession of Weapons Other Than Firearms and Explosives on School Grounds [G.S. 14-269.2(d); Class I misdemeanor] Focus act only pertains to pocket knives on school grounds.
		Purchase, Possession or Consumption of Alcohol by a Minor [G.S. 18B-302(b) / Class 1 or 3 misdemeanor]

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- Purchase or Receipt of Cigarettes or Tobacco Products by a Minor [G.S. 14-313(c) / Class 2 misdemeanor]
- D. "Public School Property" means the physical premises of all school campuses and properties, active bus stops, all vehicles under the control of ONSLOW 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 violation of the Code of Student Conduct and act that constitutes an infraction or criminal offense on public school property.
- G. "School Resource Officer" (SRO) means a certified law enforcement officer who is permanently assigned to provide coverage to a school or a set of schools.
- H. "Student" means a person duly enrolled in the ONSLOW County Schools, regardless of age.
- "Warning Notice" means a document used by the SRO to notify a student that he or she has committed a Focus Act and to warn the student of the consequences of continued misconduct.

II. TERMS OF AGREEMENT

A. Establishment of ONSLOW County School-Justice Partnership

This Agreement establishes the Onslow County School-Justice Partnership (OCSJP). The OCSJP shall be comprised of the following agencies: Onslow County School, Onslow County Sheriff, Jacksonville Police, Office of the District Attorney of the 4th Judicial District. Juvenile Justice Department of the Department of Public Safety and the District Court of the 4th Judicial District.

The OCSJP shall:

- 1. Convene regular meetings on a schedule established by the parties;
- 2. Share this Agreement with all school and law enforcement personnel;
- 3. Provide necessary and regular training on implementation of the Agreement;
- 4. Implement a school-based diversion program;
- 5. Monitor implementation of the Agreement;
- 6. Collect data and assess the effectiveness of the Agreement;
- 7. Cooperate on seeking funding sources; and
- 8. Modify the Agreement as appropriate.

B. Problem-Solving Approach

- Schools will make every reasonable effort to resolve school-based misconduct using
 appropriate and equitable classroom interventions, support services, community strategies
 and a multi-tiered system of support. However, the decision for each student must be
 tailored to address the student's specific circumstances and needs as well as the severity of
 the misconduct and its impact on educational programs.
- 2. 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 make injured party whole;
Parents' willingness to address any identified issues;
Seriousness of the incident and degree of harm caused; and
The effect on the educational environment by the student's continued presence in
school.

3. 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

Role of the School Resource Officer (SRO)

The role 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. Absent a real and immediate threat to students, teachers, or school administrators and staff, and absent the situations described herein where SRO intervention is deemed appropriate, school administrators will be responsible for handling school-based misconduct. School administrators will not direct an SRO to take action contrary to the terms, conditions, and spirit of this Agreement or that would result in the unnecessary filing of a juvenile petition or initiating of criminal proceedings.

2. Role of Non-SRO Law Enforcement Officers

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

Inter-Agency Agreement on the Handling of School Offenses

- Coordination with School Administrators Law enforcement shall endeavor to act through school administrators whenever they plan any activity on school grounds.
- ii. Necessity of the Action Law enforcement officers entering school grounds shall be aware of the potential disruption of the educational process that law enforcement presence may cause. Prior to entering a school to conduct an investigation, arrest or search, law enforcement officers will 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, law enforcement officers shall 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 in order to learn from their mistakes, take responsibility for their actions, and reconnect to the school community. The most effective means of holding students accountable for their actions include providing them with support from schoolteachers and officials who interact with them daily. The appropriate response to school-based misconduct should be addressed as indicated in Onslow County Board of Education Policy and the school's code of conduct. A multi-tiered system of support for students should be utilized as appropriate. A multi-tiered system of support is designed to help professionals at each level of intervention understand the options available to address the misconduct. Levels of intervention include classroom intervention, school administration intervention, school-based team intervention and law enforcement intervention.

E. Determining Appropriate Levels of Intervention

Non-Criminal Violations of the Code of Student Conduct
 If a student commits a noncriminal violation of the Student Code of Conduct, the school administrator and his or her designee(s) will be the primary sources of intervention and determination of disciplinary consequences. School officials should address student misconduct as indicated in Onslow County Board of Education Policy and the school's code of conduct. A multi-tiered system of support for students should be utilized as appropriate.

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2. Criminal Offense (Focus Act) / Warning Notice

- i. When a student commits a Focus Act, the school principal or his or her designee(s) has the responsibility for determining the appropriate school-based interventions and disciplinary consequences as indicated in Onslow County Board of Education Policy and the school's code of conduct. A multi-tiered system of support for students should be utilized as appropriate.
- ii. When a Focus Act occurs, the SRO has discretion to issue a Warning Notice, after consulting with the school principal or his or her designee(s). The school principal's or his or her designee's response will 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. School administrators will not direct the SRO to issue a Warning Notice, initiate criminal proceedings, or file a juvenile complaint. The Warning Notice is included in this Agreement as Appendix A.
- iii. Focus Acts should not result in the filing of a juvenile petition or criminal process unless the student has committed at least two (2) separate prior Focus Acts within the same school calendar year as documented by a Warning Notice. However, nothing in this Agreement shall be construed to require or mandate the use of a Warning Notice upon the commission of a Focus Act.
- iv. Once a student has received two Warning Notices in a school year, a third commission of a Focus Act may warrant formal law enforcement action, including arrest, citation, or referral to juvenile court. However, commission of a third Focus Act does not require these responses.
- v. If all intervention options have been ineffective, the filing of a juvenile petition or criminal charges may be in order. If the misconduct is serious enough to warrant the filing of a juvenile petition or criminal charges, the SRO will follow appropriate procedures.
- vi. Notwithstanding the multi-tiered system of supports an SRO has the discretion to file a juvenile complaint or criminal charge before a student has received two Warning Notices in exceptional circumstances, which may exist when the misconduct causes the infliction of serious mental or physical injury, a significant disruption to the school campus, or an immediate threat of physical harm to students or staff.

3. Criminal Offense / Non-Focus Act

If misconduct is a criminal offense but is not a Focus Act, the school administrator or his or her designee(s) should work with law enforcement to assess and respond to the situation. A consultation does not mean that an arrest is necessary. If the behavior

Inter-Agency Agreement on the Handling of School Offenses

cannot be addressed through problem-solving interventions, the filing of a juvenile petition or criminal charges may be in order.

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 SRO and administrator will utilize the least restrictive measures appropriate to the circumstances to remove a student from public school property beginning with contact of the parent(s) or guardian(s). Arrest and detention of a student shall only take place in accordance with North Carolina law.

B. Probation Exception

A juvenile complaint or criminal process shall not be filed alleging a Focus Act against a student who is currently serving probation under the supervision of the juvenile court without first obtaining the approval of the Juvenile Justice Section of the Division of Adult Correction and Juvenile Justice. If an SRO has knowledge that a student is on adult probation, he or she will make every effort to contact the student's probation officer before initiating criminal process alleging a Focus Act.

C. Special Education Prerequisites

A juvenile petition or criminal process shall not be filed alleging a Focus Act 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. If the SRO believes that a juvenile petition or criminal process 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 Individuals with Disabilities Education Act (IDEA) and for the protection of the student's rights, and the rights of others, under the law.

D. Bullying

Misconduct that involves bullying should be handled in accordance with existing policies of Onslow County Schools and the school's code of conduct.

E. Felonies

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Some felonies may not warrant a juvenile petition or initiation of criminal process 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). SROs are not mandated to refer a student to juvenile or criminal court because the allegations are felonious. The SRO shall have the discretion to make the determination in consultation with the school principal.

Diverting students from the criminal justice system promotes public safety and prevents an array of collateral consequences that can impede a student's ability to ever become a productive member of society. Thus, SROs shall, to the extent possible, work with the school principal to divert from criminal court students who commit acts that constitute felonies.

In cases involving felonies, diverting students from the juvenile justice system also may be appropriate. Thus, the SRO may consult with the juvenile court intake supervisor for recommendations and/or direction.

F. Diversion

SROs are encouraged to 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. This is true even for offenses that historically have not been approved for Teen Court referral such as the misdemeanor weapon on campus offense.

G. Arrest and Detention

No student accused of a Focus Act shall be placed in a secure facility unless approved by a juvenile court counselor and District Court Judge. If a student meets the criteria for the filing of a juvenile petition, it is presumed that the student will be released to his 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. If adult criminal charges are warranted, citations should be used unless safety and risk factors necessitate arrest.

H. Parents, Guardians and Private Service Providers

Parties to this Interagency Agreement encourage parents, guardians, and private service providers

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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 of the professionals and service providers that work with a student share relevant information.

I. Suicide and Self-Injurious Behavior

If a student expresses suicidal thoughts or demonstrates self-injurious behavior, those incidents should be reported immediately in accordance with Onslow County Schools Policy and practices and North Carolina state law.

J. Child Abuse

If there is evidence or reports of child abuse or neglect those incidents shall be reported immediately in accordance with Onslow County Schools Policy and practices and North Carolina State law.

IV. Training

A. Training for Stakeholders and Implementation of Agreement

The parties will ensure that members of their respective agencies, especially those directly interacting with students and making discipline or charging decisions, are trained in (1) the content of this Agreement within three months of its signing and (2) the procedures of the school-based diversion program. 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 Agreement should be trained as they are hired.

B. Equity Training and Education

The appropriate law enforcement agency will ensure that all SROs, SRO supervisors, and juvenile justice intake counselors participate in ongoing equity, diversity and inclusion training. The training shall include a component designed to enhance understanding of implicit bias and to identify strategies to mitigate the impact of implicit bias.

C. Annual SRO Training

Each of the signatory law enforcement agencies further agrees to provide annual training for SROs.

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V. Data Collection, Data Sharing, and Progress Monitoring

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

The following data will be collected to assess the effectiveness of this Agreement:

- Reports of short-term suspensions, long-term suspensions, and criminal acts as published by the North Carolina Department of Public Instruction in the Discipline, ALP, and Dropout annual reports.
- Additional information as collected by law enforcement agencies which may include:
 - o Type of offense
 - o Date of offense
 - Law enforcement response, if any (e.g., search or seizure, use of force, questioning, diversion, court referral, detention) (can be multiple responses)
 - o 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)
 - o If diverted to service, service type (e.g., Teen Court, School-Based Diversion Program, mediation program, community service, mental health referral)
 - o Student demographics (gender, race/ethnicity, age, grade, school)

These data elements are necessary for evaluation, but the parties should strongly consider collecting additional data in order to fully evaluate the effectiveness of the Inter-Agency Agreement. 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 Inter-Agency Agreement.

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 parents 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.

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

C. FERPA Compliance

In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g., when both the school administration and SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work in tandem. In such events, the criminal investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall be mindful of and clarify his or her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing. The SRO shall also adhere to all appropriate laws and standards governing law enforcement investigations and not assume that laws and standards that govern school disciplinary investigations will also apply to him or her in the course of conducting a criminal investigation. When conducting an investigation on a school campus, the SRO will adhere to all applicable Onslow County Board of Education policies.

- 1. Confidentiality: Access to Student Records. The SRO shall comply with all applicable laws, regulations, and OCBOE policies, including but not limited to laws, regulations and policies regarding access to confidential student records, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The SRO may have access to confidential student records or to any personally identifiable information of any OCPSS student as defined in 34 CFR 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable OCBOE 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.
- 2. 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. a. The SRO is acting as a "school official" (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, a SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or designee has requested the SRO's assistance deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts.

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- B. b. The SRO has written consent from a parent or eligible student to review the records or information in question.
- C. 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.
- D. The disclosure is made pursuant to a valid subpoena or court order, provided that advance notice of compliance is provided to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.
- E. The information disclosed is "directory information" as defined by OCBOE Policy, and the parent or eligible student has not opted out of the disclosure of directory information.
- F. The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable OCPSS policies and procedures.
- G. When charges are filed, all relevant documents from school will be provided to the District Attorney's Office to the extent allowed by FERPA.

Progress Monitoring

The parties agree to establish a Progress Monitoring Team composed of designees from each signatory to this Agreement. On a regular basis and at least quarterly, the parties agree that the Progress Monitoring Team will meet to provide oversight of the 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 Team will prepare a report of activities and make recommendations for improvements to the Agreement or its implementation.

VI. Duration and Modification of Agreement

This Agreement shall become effective on ______, 20 Z i and shall remain in full force and effect for three (3) years from its effective date, or until one party gives proper notice of termination. No amendment or variation of the terms of this Contract shall be valid unless made in writing and signed by both parties, as with the same formalities observes hereunder.

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

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	12 July 2021
Bob Williams, Chairman, Onslow County Board of Education	Date
La completion	7-12-21
Barry Collins, Superintendent, Onslow County Schools	Date
Larah C Seaton	7-12-21
Sarah Seaton, Chief District-Court Judge, 5th Judicial District	Date
	7-12-21
Ernie Lee, Prosecutor, 5th Judicial District	Date
San Bill	1.21.2/
Hans Miller, Slieriff Onslow County	Date
-ull	7-12-21
Michael Yaniero, Chief of Police, Jacksonville	Date
Karing ly	1/9/2021 Date 7/12/2021
Kari Sanders, Director, Onslow County DSS	Date
Went 15	7/12/2021
Wendell Boykins, 4 th Judicial District Chief Court Counselor	Date
Sach K. Mu	7-12-2021
Darche' Roy, Program Coordinator, Teen Court	Date

Appendix A
Warning Notice

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Student Warning Notice

Student Name:	OCA:
	Grade:
INFRACTION/VIOLATION	
Date	Time
Location	ender der die der der ihre eine der der der der der der der der der de
DESCRIPTION	om nome.
ACTION TAKEN BY SRO	
SRO/Teacher	Date
Student	Date
Parent	Date
Number of Warnings given to this date	Date