

COLLABORATIVE AGREEMENT

BIRMINGHAM CITY SCHOOLS COLLABORATIVE

This agreement is entered into between the Birmingham City Schools ("the School System"), the Birmingham Police Department ("BPD"), the Jefferson County Family Court ("the Court"), and the Jefferson County District Attorney's Office for the purpose of establishing a cooperative relationship between community agencies involved in the handling of juveniles who are alleged to have committed a delinquent act over which the school may have disciplinary power.

The Parties agree that students may be held accountable for offenses without referral to the juvenile justice system. Further, the Parties agree that certain misdemeanor delinquent acts, defined in this document as "minor school-based offenses," should generally be handled by the School System, in conjunction with other Parties, without the filing of a complaint in the Court.

I. PURPOSE OF AGREEMENT

The Parties agree that decisions affecting the removal of a student from school grounds, the arrest of a student, the use of chemical or physical restraints on a student, the filing of a legal complaint against a student, and the confinement of a student in secure detention should not be taken lightly. Further, the Parties agree that a cooperative agreement delineating the responsibilities of each party when involved in making such decisions would promote the best interest of the student, the School System, law enforcement and the larger community.

The parties acknowledge and agree that this Agreement is a cooperative effort among the public agencies named herein to establish guidelines for the handling of school-related delinquent acts, defined in this agreement as minor school-based offenses.

The guidelines in this agreement are intended to establish uniformity in the handling of a student who is accused of having committed a minor school-based offense, while simultaneously ensuring that each case is addressed on a case-by-case basis to promote a response proportional to the various and differing factors affecting each student's case.

II. DEFINITIONS

As used in this Agreement, the term:

A. "Student" means an individual enrolled in the Birmingham City School System. The term "Juvenile" is used interchangeably with "Student."

B. "Minor school-based offenses" refer to the following violations of the Birmingham City Code and the Alabama Criminal Code:

1. Affray, as defined by Birmingham City Code § 11-6-9:
 - (a) It shall be unlawful for two (2) or more persons to engage in any fight or use any blows or violence towards each other in any public place to the disturbance of others.
 - (b) On the trial of any person for engaging in an affray, he may give in evidence any opprobrious word or abusive language used by the other participant or participants in such affray at or near the time of the affray and that evidence shall be in extenuation or justification as the municipal judge may determine.
2. Criminal Trespass 3, as defined by § 13A-7-4 of the Alabama Criminal Code:

A person is guilty of criminal trespass in the third degree when he knowingly enters or remains unlawfully in or upon premises.
3. Assault 3 (not involving a weapon), as defined by Section 13A-6-22(a)(1)-(2):
 - (a) A person commits the crime of assault in the third degree if:
 - (1) With intent to cause physical injury to another person, he causes physical injury to any person; or
 - (2) He recklessly causes physical injury to another person; . . .
4. Disorderly Conduct, as defined by § 13A-11-7 of the Alabama Criminal Code:
 - (a) A person commits the crime of disorderly conduct if, with intent to cause public inconvenience, annoyance or alarm, or recklessly creating a risk thereof, he:
 - (1) Engages in fighting or in violent tumultuous or threatening behavior; or

- (2) Makes unreasonable noise; or
 - (3) In a public place uses abusive or obscene language or makes an obscene gesture; or
 - (4) Without lawful authority, disturbs any lawful assembly or meeting of persons; or
 - (5) Obstructs vehicular or pedestrian traffic, or a transportation facility; or
 - (6) Congregates with other person in a public place and refuses to comply with a lawful order of the police to disperse.
5. Harassment, as defined by § 13A-11-8 of the Alabama Criminal Code:
- (a) (1) HARASSMENT. A person commits the crime of harassment if, with intent to harass, annoy, or alarm another person, he or she either:
 - a. Strikes, shoves, kicks, or otherwise touches a person or subjects him or her to physical contact.
 - b. Directs abusive or obscene language or makes an obscene gesture towards another person.
 - (2) For purposes of this section, harassment shall include a threat, verbal or nonverbal, made with the intent to carry out the threat, that would cause a reasonable person who is the target of the threat to fear for his or her safety.
6. Menacing, as defined by § 13A-6-23 of the Alabama Criminal Code, but excluding offenses that involve a weapon:
- (a) A person commits the crime of menacing if, by physical action, he intentionally places or attempts to place another person in fear of imminent serious physical injury.
7. Theft of Property 3, as defined by § 13A-8-5 of the Alabama Criminal Code:
- (a) The theft of property which does not exceed five hundred dollars (\$500) in value and which is not taken from the person of another constitutes theft of property in the third degree.

C. "Intake" is the division of the Court that is responsible for accepting complaints and conducting a review to determine sufficiency, subject matter jurisdiction, and other factors relevant to deciding whether the complaint may be handled informally or should result in a formal petition. Intake is also responsible for determining whether a juvenile should be detained or released.

D. "G. Ross Bell Youth Detention Center" or "GRBYDC" is a secure detention facility located adjacent to the Court at 120 2nd Ct. North. If detention is authorized by Intake or by the Court, a juvenile may be temporarily confined in detention pending a hearing.

E. A "School Resource Officer" or "SRO" is a law enforcement officer who is stationed at one or more schools.

F. "Warning Notice" is a document or form issued to a student as a formal citation for misbehavior that could be charged as a delinquent act. The Warning Notice places a student on notice that he or she may be subject to more severe consequences upon the commission of another similar act, including referral to a mandatory diversion program (upon the second similar offense) or the filing of a formal complaint (upon the third similar offense).

G. "School Conflict Workshop" means a program which shall be used as an alternative to referral to the court. The goal of the Workshop shall be to hold the student accountable and prevent future incidents without referral to the juvenile justice system.

III. TERMS OF AGREEMENT

A. *Graduated Responses to Minor School-Based Offenses*

Subject to the exception described in Subsection III(B), the Parties agree that the commission of a minor school-based offense shall not result in the filing of a complaint alleging delinquency unless the student has committed his or her third or subsequent similar offense during the school year.

The parties agree that the response to the commission of a minor school-based offense by a student should be determined using a system of graduated sanctions, disciplinary methods, and/or educational programming before a complaint is filed with the Court. The parties agree that a student who commits a minor school-based offense must receive a Warning Notice and a subsequent referral to the School Conflict Workshop before a complaint may be filed in the Juvenile Court.

1. **First Offense.** A student who commits a minor school-based offense may receive a Warning Notice that his or her behavior is a violation of the Alabama Criminal Code or the Birmingham Municipal Code, and that further similar conduct will result in a referral to attend a mandatory School Conflict Workshop. A school official shall have the discretion not to issue a Warning Notice and in the alternative may admonish and counsel or take no action.
2. **Second Offense.** Upon the commission of a subsequent, similar minor school-based offense in the same school year, a school official shall have the discretion to admonish and counsel, to issue a second Warning

Notice, or to require the student and parent/guardian to attend the School Conflict Workshop.

- a. **Referral to School Conflict Workshop.** When a student is referred for participation in the School Conflict Workshop, the school official shall also issue a Warning Notice alerting the child and his or her parent/guardian that any additional similar minor school-based offenses will result in the filing of a complaint in juvenile court. If the student does not attend the next School Conflict Workshop, the school is authorized to file a complaint based on the incident underlying the referral to the Workshop.
 - b. **Responsibility for School Conflict Workshop.** The Court shall develop and take all necessary steps to implement and maintain a School Conflict Workshop. The Workshop will be offered at no cost to students, parents/guardians, or any of the Parties to this agreement. The School Conflict Workshop will be offered at least once per month, will be staffed by Court personnel or their designees, and will include at least two hours of instruction. A representative of the School System will attend each meeting in order to oversee attendance at the Workshop.
3. **Third or subsequent offense.** A student who commits a third or subsequent minor school-based offense during the school year may be referred to the Court by the filing of a complaint. **The filing of a complaint does not require that a child be taken into custody.** Before an SRO makes an arrest for a minor school-based offense, the SRO must witness the offense and ^{or} receive documentation from the school that the student has previously received a Warning Notice and a referral to the School Conflict Workshop for a similar offense committed earlier in that school year. Each individual school is responsible for maintaining records sufficient to document compliance with this Agreement.

B. *Exceptional Circumstances*

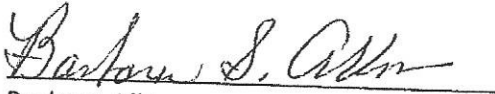
Notwithstanding the graduated response system outlined in Subsection III(A), an SRO has the discretion to make an arrest and file a complaint against a student in exceptional circumstances. This provision is subject to the laws of arrest, which prohibit warrantless arrests for misdemeanors and violations not witnessed by the arresting officer.

DURATION AND MODIFICATION OF AGREEMENT

This Agreement shall become effective January 1, 2010 and shall remain in full force and effect until such time as the Agreement is modified. The Agreement may be modified at

any time by amendment to the Agreement. The Parties acknowledge and agree to meet on a quarterly basis to review to provide oversight of the Agreement, review relevant statistics, and make recommendations to the heads of each agency on any modifications to the Agreement.

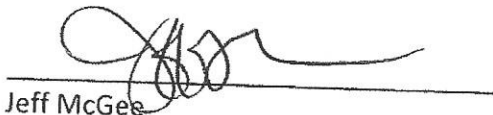
IN WITNESS WHEREOF, the Parties hereto, intending to cooperate with one another, have hereunder set their hands on this the ____ day of _____, 2009.



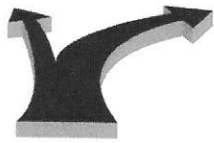
Barbara Allen
Superintendent
Birmingham City School System



A.C. Roper
Chief of Police
Birmingham Police Department



Jeff McGee
Court Administrator & Chief Juvenile Probation Officer
Jefferson County Family Court



APPENDIX B: CONNECTICUT SCHOOL-BASED DIVERSION INITIATIVE GRADUATED RESPONSE MODEL APPROACH AND MOA

Integration of a Graduated Response Model to SBDI

The Juvenile Justice Advisory Committee of the Connecticut Office of Policy and Management (OPM) and the Connecticut Juvenile Justice Alliance (CTJJA) have been instrumental in promoting the use of graduated response in the state beginning in 2010. The Graduated Response Model is a structured approach to disciplinary action for children at risk for juvenile justice involvement designed to reduce in-school arrests and court referrals. It essentially raises the threshold among school personnel for calling police, making arrests, and initiating contact with the Juvenile Justice system. The model was developed in Connecticut in consultation with juvenile court judges Steven Teske of Clayton County, Georgia, and Brian Huff of Jefferson County, Alabama. Judges Teske and Huff successfully implemented this work in their jurisdictions by convening the courts together with schools, police departments, and community providers to develop protocols to address relatively minor and common adolescent behaviors in the schools and communities as an alternative to arrest and court involvement. The JJAC template for creating a Graduated Response Model is available as a component of their Model Memorandum of Agreement for schools and police on their website (www.ct.gov/opm) and are intended to be modified to meet local needs.

SBDI has adapted the Graduated Response Model into SBDI as a key component when working with schools. As indicated below, for children with mental health concerns, there is the option of “Assessment and Service Provision” which is where EMPS and other community-based services come into play. However, SBDI coordinators stress the importance of referring to in-school or community-based services as supports as soon as a concern arises—it is certainly not restricted to the third level of intervention. The Graduated Response Model can also provide a framework for SBDI training as a way to structure the SBDI curriculum around the four levels of response. SBDI coordinators meet with each school and their community partners to develop the Graduated Response Model for their schools and add it to their existing policies and procedures.

The SBDI approach includes the following:

1. MOU development with EMPS with the goal of increased utilization of their services
2. Development of a graduated response model with each participating school/district, developed in partnership with community agencies, and focused on reducing court referrals, suspensions, expulsions, and ultimately, dropout by incorporating restorative practices
3. A training curriculum that includes the essential modules, and is guided by the four levels of the graduated response framework



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

Memorandum of Agreement
By and Between

_____ Public Schools
and

_____ Police Department

I. Introduction

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

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

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

II. Purpose of Agreement

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

III. Terms of the Agreement

A. Summary of Key Points

The parties agree to:

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

B. Key Factors in Making Disciplinary Decisions

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

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

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

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

C. Graduated Response Model

Classroom Intervention - The classroom teacher plays a prominent role in guiding, developing and reinforcing appropriate student conduct and is acknowledged as the first line in implementing the school discipline code. As such, this model begins with a range of classroom management techniques that must be implemented prior to any other sanctions or interventions. Classroom intervention is managed by the teacher for behaviors that are passive and non-threatening such as dress code violations, and violations of classroom rules. School Resource Officers (SROs) should not be involved at this level. More than three incidents of the same behavior, if not in the same day, could lead to School Administrator Intervention. Classroom intervention options might include redirection, reteaching, school climate initiatives, moving seats; and the teacher should initiate parental contact.

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

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

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

Graduated Response Model Chart for

Revised as of _____

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

D. Police Activity at Schools

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

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

IV. Data Collection and Monitoring

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

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

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

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

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

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

V. Duration and Modification of Agreement

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

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

Superintendent of Schools

Date

Printed Name

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

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

Chief of Police/Resident State Trooper

Date

Printed Name

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

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

COOPERATIVE AGREEMENT

BETWEEN

THE JUVENILE COURT OF CLAYTON COUNTY

THE CLAYTON COUNTY PUBLIC SCHOOL SYSTEM

THE CLAYTON COUNTY POLICE DEPARTMENT

THE RIVERDALE POLICE DEPARTMENT

THE JONESBORO POLICE DEPARTMENT

THE FOREST PARK POLICE DEPARTMENT

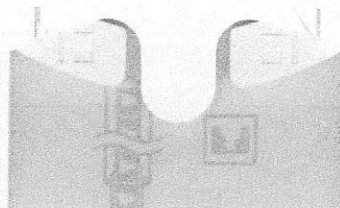
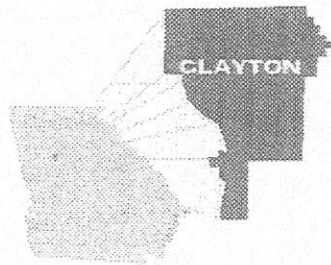
**THE CLAYTON COUNTY DEPARTMENT OF FAMILY &
CHILDREN SERVICES**

**THE CLAYTON CENTER FOR BEHAVIORAL HEALTH
SERVICES**

ROBERT E. KELLER, DISTRICT ATTORNEY

AND

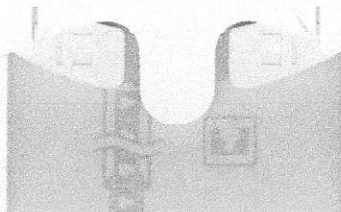
THE GEORGIA DEPARTMENT OF JUVENILE JUSTICE



1. PURPOSE OF AGREEMENT

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

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

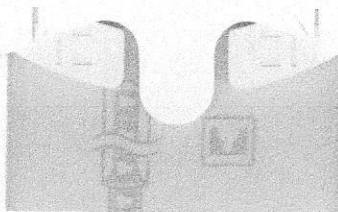


interrogation or investigation (OCGA 15-11-46.1 (c)). The law allows for the detention of a student who is a flight risk, presents a risk of serious bodily injury, or requests detention for protection from imminent harm (OCGA 15-11-46.1 (b)).

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

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

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



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

II. DEFINITIONS

As used in this Agreement, the term:

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

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

III. TERMS OF AGREEMENT

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

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

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

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

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

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

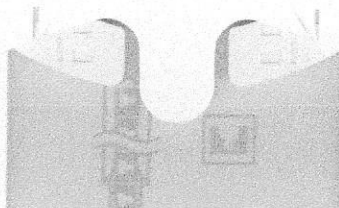
Court shall certify said petition provided probable cause exists and if adjudicated shall proceed to determine if said student is delinquent and in need of supervision. The school system shall proceed to bring the student before a tribunal hearing and if found to have committed acts of bullying shall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

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

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

C. Treatment of Elementary Age Students.

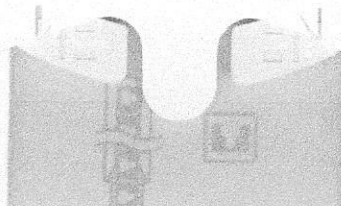
Any situation involving violence to the extent that others are placed at risk of serious bodily injury shall constitute an emergency and warrant immediate action by police to protect others and maintain school safety. O.C.G.A. §15-11-150 et seq. sets forth procedures for determining if a juvenile is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



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


III. DURATION AND MODIFICATION OF AGREEMENT

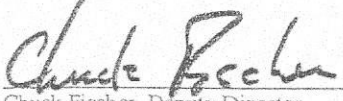
This Agreement shall become effective immediately upon its execution by signature and shall remain in full force and effect until such time as terminated by any party to the Agreement. The Agreement may be modified at any time by amendment to the Agreement. The parties

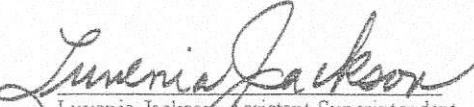


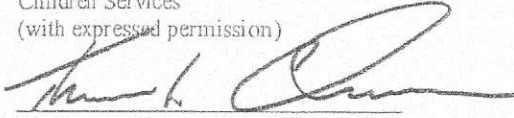
acknowledge and agree to meet quarterly to provide oversight of the Agreement and make recommendations to the heads of each agency on any modifications to the Agreement.

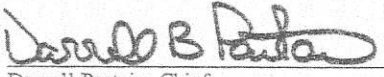
IN WITNESS WHEREOF, the parties hereto, intending to cooperate with one another, have hereunder set their hands on the date set forth below.

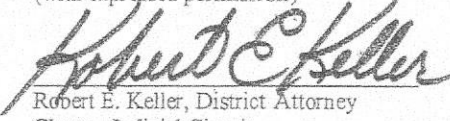

K. Van Banke, Chief Judge
Juvenile Court of Clayton County

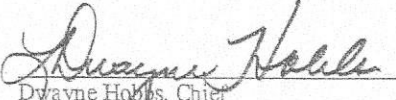

Chuck Fischer, Deputy Director
for Cathy Ratti, Director
Clayton County Department of Family and
Children Services
(with expressed permission)

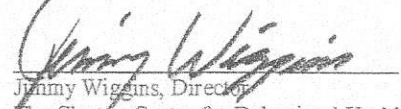

Luvenia Jackson, Assistant Superintendent
for Dr. Barbara Pulliam, Superintendent
Clayton County Public School System
(with expressed permission)

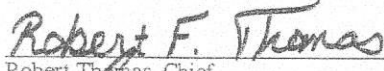

Dr. Thomas Coleman, Deputy Commissioner
for Albert Murray, Commissioner
Georgia Department of Juvenile Justice
(with expressed permission)

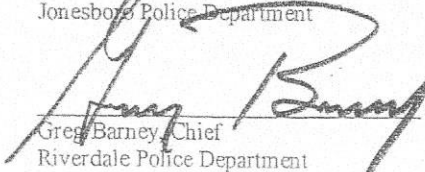

Darrell Partain, Chief
Clayton County Police Department


Robert E. Keller, District Attorney
Clayton Judicial Circuit


Dwayne Hobbs, Chief
Forest Park Police Department


Jimmy Wiggins, Director
The Clayton Center for Behavioral Health
Services


Robert Thomas, Chief
Jonesboro Police Department

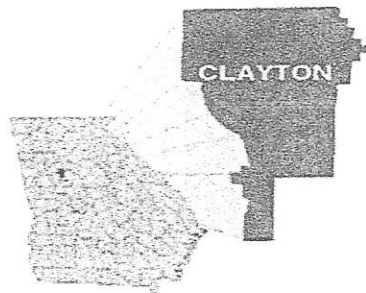

Greg Barney, Chief
Riverdale Police Department

**INTER-AGENCY GOVERNANCE AGREEMENT
ON THE HANDLING OF SCHOOL OFFENSES**

BETWEEN THE

**CLAYTON COUNTY PUBLIC SCHOOL SYSTEM
AND
CLAYTON COUNTY JUVENILE COURT**

AUGUST 13, 2013



INTER-AGENCY GOVERNANCE AGREEMENT ON THE HANDLING OF SCHOOL OFFENSES

WHEREAS, this agreement is entered into between the Juvenile Court of Clayton County (hereinafter referred to as the Court) and the Clayton County Public School System (hereinafter referred to as the School System for the purpose of establishing a cooperative relationship in the handling of students who are alleged to have committed a delinquent act on school premises; and

WHEREAS the parties acknowledge that an inter-agency agreement was entered by the parties and several other agencies in 2004 for the purpose of creating a cooperative relationship in the handling of students charged with delinquent acts on school campus and that there has been a change in circumstances necessitating revisions and modifications of that agreement, to-wit: the creation of the Clayton County Public School System Police Department (CCPSPD); and

WHEREAS the parties acknowledge the success of the cooperative relationship created by the original inter-agency agreement that was the first of its kind in the country to establish guidelines for School Resource Officers in the handling of school offenses including a 83% decline in school referrals to the juvenile court; and

WHEREAS the decline in school offense referrals has resulted in a cognitive shift in school policing from a "zero tolerance" approach to the Positive Student Engagement Model for School Policing (hereinafter referred to as the "Model") which emphasizes positive supports and interventions with students. A positive engagement approach minimizes arrests and detention in most school offense cases that increases the level of trust between the student body and SROs and encourages the exchange of information that has led to the prevention of school incidents and the solving of crimes in the community as shown by a 70% reduction in designated felony weapons on school campus; and

WHEREAS the parties acknowledge that the Positive Student Engagement Model for School Policing developed by Clayton County School Resource Officers is supported by studies showing that being arrested has detrimental effects on a student nearly doubling the odds of dropping out of school and quadrupling the odds if coupled with court appearance (Sweeten, 2006) as well as lowering standardized test scores, reducing future employment prospects, and increasing the likelihood of future interaction with the criminal justice system (Thornberry *et al*, 2004 and Grogger, 1992); and

WHEREAS the parties acknowledge that a zero tolerance approach and the improper use of law enforcement on school campus is contrary to the nature of adolescent cognition and disregards the research in adolescent development. The research using magnetic resonance imaging (MRI) found that the frontal lobe of the brain, which filters emotion into logical response, is not fully developed until about age 21 (Giedd *et al*, 1999) and that adolescents are "biologically wired to exhibit risk-taking behaviors, impulsive responses, and exercise poor judgment" (Teske, 2011); and

WHEREAS the parties acknowledge that the juvenile justice system was established specially for adolescents under neurological construction and with propensities to make poor decisions as evidenced by the juvenile code's emphasis on diversion and treatment as opposed to punishment. The Parties acknowledge that the commission of delinquent act does not always require the finding that a student is a delinquent child (OCGA 15-11-65). The parties acknowledge that the law requires the Court to make a preliminary determination that a petition be certified in the best interest of the child and the

Inter-Agency Governance Agreement on the Handling of School Offenses

community before it can be filed with the Court (OCGA 15-11-37). The parties acknowledge that the Court has the authority to give counsel and advice to a juvenile without the filing of a petition and to delegate such authority to public or private agencies (OCGA 15-11-68 & 15-11-69). The parties acknowledge and agree that decisions affecting the filing of a complaint against a student and whether to place restraints on a student and place a student in secure detention should not be taken lightly, and that a cooperative agreement delineating the responsibilities of each party when involved in making a decision to place restraints on a student and to file a complaint alleging the child is a delinquent child would promote the best interest of the student and the community; and

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

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Definitions

As used in this Agreement, the term:

- A. "Student" means a child under the age of 17 years.
- B. "Juvenile" means a child under the age of 17 years, which term is used interchangeably with "Student."
- C. "Regional Youth Detention Center" or also known as RYDC means a secure detention facility for the housing of juveniles detained by authorization of Intake and awaiting adjudication and/or disposition of their case.
- D. "Intake" means the division of the Juvenile Court responsible for making reviewing complaints to determine which complaints may be handled informally and by diversion, which complaints may be forwarded to the District Attorney's Office for a petition to be drawn, and which juveniles should be detained in the RYDC, or placed at another location, or returned home.
- E. "Detention Assessment Instrument" or known also as "DAI" means a risk assessment instrument used by Intake to determine if the juvenile should be detained or release. The DAI measures risk according to the juvenile's present offense, prior offenses, prior

Inter-Agency Governance Agreement on the Handling of School Offenses

runaways or escapes, and the juvenile's current legal status such as probation, commitment, etc.

- F. "Delinquent Act" means an act designated a crime by the laws of this state, or by the laws of another state if the act occurred in that state, under federal laws, or by local ordinance.
- G. "Felony" means a crime punishable by imprisonment for more than 12 months.
- H. "Designated Felony" means a felony designated in OCGA 15-11-63 that may result in restrictive custody in a Youth Development Campus for up to five years.
- I. "Misdemeanor" means any crime punishable for less than 12 months.
- J. "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 the Quad C-ST as a chronically disruptive student for family assessment and treatment, and referral to the juvenile court as the last resort.
- K. "Diversion" means an educational program developed by the Court or other provider approved by the Court for those juveniles who have been charged with less serious delinquent acts, and Intake believes is not a delinquent child and most likely does not require probation or commitment to DJJ.
- L. "Informal Adjustment" means informal supervision in which the juvenile is required to comply with conditions established by Intake of the judge for up to 90 days and is dismissed upon successful completion.
- M. "Bully" is a student who has three (3) times in a school year willfully attempted or threatened to inflict injury on another person, when accompanied by an apparent present ability to do so or has intentionally displayed force such as would give the victim reason to fear or expect immediate bodily harm.
- N. "Focused Acts" include all misdemeanor type delinquent acts except those involving serious bodily harm or drugs.
- O. "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.
- P. "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.

II. TERMS OF AGREEMENT

A. 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 school discipline or punish students. The SRO's presence on school campus is a necessity to prevent weapons, drugs, and persons with the intent to commit harm from entering upon the campus or disable persons with intent to harm and confiscate weapons and drugs that enter campus premises. This primary safety concern is compromised when SRO's 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 complaint.

B. Prerequisites to Filing a Juvenile Complaint

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 complaint unless the student has committed at least three (3) separate prior Focused Acts within the same school calendar year and each incident documented using the Warning Notice.

1. 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 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 unless vetoed by the school administrator. School administrators are prohibited from directing the SRO to issue a Warning Notice, arrest a student, or file a juvenile complaint. The SRO may apply a verbal admonishment or counsel in lieu of a Warning Notice.

The parties shall consult on the development of the Warning Notice. The juvenile court shall provide the administrative costs for development and printing of the Warning Notice.

2. Graduated Response System

In the event the SRO elects to issue a Warning Notice, the first offense shall consist of a warning unless the nature of the Focused Act warrants a referral to a school sponsored, community based, or juvenile court sponsored program that targets the complained behavior of the student. Examples of graduated response programs are shown in the following Graduated Response Table:

FOCUSED ACT	PROGRAM
2 nd or subsequent Disorderly Conduct	School Conflict Workshop
Theft	Theft Workshop
Simple Battery	School Conflict Workshop/Mediation
Criminal Damage to Property	Mediation/Volunteer Restitution Program/ Civil Action

The above list includes examples and is not intended to be exhaustive. The Balance and Restorative Justice Division (BARJ) of the Juvenile Court develops, approves, and manages programs that serve youth diverted from the court process. The parties agree that BARJ will assist SROs and administrators in recommending programs appropriate for students referred on a Warning Notice.

A second and third commission of a Focused Act in the same school year may result in a referral to a graduated program made available by the school, juvenile court, or community. SROs are not required to make a referral and may admonish and counsel, 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 BARJ Division of the juvenile court. The BARJ Division shall make contact with the parent of the child within ten (10) business days of receipt of the notice from the SRO to schedule the parent and child to attend the recommended alternative program appropriate to address the student's conduct. BARJ shall forward to the SRO where the child attends a confirmation of the child's successful participation in the diversion program. A child's failure to attend shall be reported to the School Resource Officer and together with the assigned BARJ officer decide determine the appropriate action.

The commission of a fourth Focused Act in the same school year may result in the filing of a juvenile complaint, 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 a graduate response program.

3. Clayton County System of Care and Quad C-ST

In every case a student is eligible for the filing of a juvenile complaint and the SRO deems it just and appropriate, the SRO shall first consult with the administrator to determine if the child qualifies as a chronically disruptive student eligible for services under the Clayton County System of Care (SOC). If so, the administrator shall take immediate action to make application to the SOC for assessment by the Clayton County Collaborative Child Study Team (Quad C-ST).

Any students receiving services under the SOC shall not be referred to the juvenile court on a Focused Act with the consent of the SOC Administrator in consultation with the Quad C-ST Facilitator and Intake Supervisor.

4. Exigent Circumstances

The parties from their experience acknowledge that there may be situations that warrant removal of a student from the campus to maintain safety of other students and school staff. The SRO and administrator shall always utilize least restrictive measures to remove a student from campus beginning with parental contact to retrieve their child. If this attempt is unsuccessful, the SRO shall contact the Intake Division of the juvenile court for consultation. The Intake Officer shall also employ least restrictive measures that may include a shelter care order for the Clayton County Department of Family & Children Services to take protective custody and transport the student to the juvenile court or instruct the SRO to take protective custody and transport the student to juvenile court. The decision will depend upon the attitude, demeanor, and disposition of the student and his or her propensity to resist or be uncooperative during transport.

The SRO is not required to file a juvenile complaint to transport a student even if the SRO deems it necessary to utilize restraints during transport. A student will be considered in protective custody and transferred to an Intake Officer upon arrival. This will permit the SRO to return to the campus as soon as practicable. The Intake Officer shall follow-up and contact the parents and assess the situation for further action. The Intake Officer shall contact the SRO within 24 hours with the results of the assessment and any recommendations.

5. Probation Exception

A juvenile complaint shall not be filed on a student serving probation under the supervision of the juvenile court without first consulting with the assigned probation officer and seeking the probation officer's approval. This exception is required because probation officers have the authority to take action immediately without requiring a juvenile complaint.

6. Special Education Prerequisites

A juvenile complaint shall not be filed alleging a Focused Act against a student with an IEP without first evaluating 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 address the behavior giving rise to the conduct. If the SRO believes that a juvenile complaint is warranted 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 under the law.

7. Bullying Exception

In accordance with state law, if the Focused Acts involve acts of bullying and the student is alleged to have committed his or her third "bullying" act, he or she shall be referred to the Juvenile Court on a juvenile complaint and the Court shall certify said petition provided probable cause exists and if adjudicated shall proceed to determine if said student is delinquent and in need of supervision. In furtherance of state law, the school system shall proceed to bring the student before a tribunal hearing and if found to have committed acts of bullying shall in the least, with consideration given to special education laws, expel said child from the school and place in an alternative educational setting, unless expulsion from the school system is warranted. All acts of bullying shall be reported by school personnel and addressed immediately to protect the victims of said acts of bullying.

8. Felony Offenses

The parties acknowledge that some felony offenses may not warrant a juvenile complaint 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 complaint because the allegations are felonious. The SRO shall have the discretion to make the determination whether to file a juvenile complaint, but is not mandated to file a complaint.

By way of illustration, a common occurrence among adolescents is their lack of conflict resolution skills that leads to abusive, opprobrious, and violent words. Depending on the nature of the words, the student is facing either a misdemeanor disorderly conduct or felony terroristic threats. The presumption is to view all matters as disciplinary issues unless the circumstances warrant it treated as a criminal matter. Administrators and SROs must keep in mind that the juvenile code will not certify a juvenile complaint be filed as a petition and the student formally charged if the student will not be declared a delinquent child that is in need of supervision and treatment. Unlike adult criminal justice, youth who commit a criminal act are not necessarily delinquent, which is grounded in the studies that adolescents are neurologically under construction and vulnerable to poor decision-making. Therefore, the parties have acknowledged that is in the best of the student to divert from criminal justice treatment 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 the Positive Student Engagement Model supported by the parties.

Inter-Agency Governance Agreement on the Handling of School Offenses

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

C. Arrest and Detention

No student accused of a Focused Act shall be placed in a secure facility unless approved by a juvenile court intake officer. If a student meets the criteria for filing of a juvenile complaint, it is presumed that the student will be released to his parent, guardian, custodian, or fictive kin to be returned to his legal caretaker.

In accordance with the law, a judge or designee shall not detain a child unless that child presents the likelihood of serious bodily injury or has shown a pattern of theft or property destruction. The juvenile court employs a Detention Assessment Instrument (DAI) in accordance with state law to determine the risk of re-offending on acts resulting in serious bodily injury, theft, and property destruction.

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

III. DURATION AND MODIFICATION

This Agreement shall become effective immediately upon its execution by signature and shall remain in full force and effect until such time as terminated by any party to the Agreement. The Agreement may be modified at any time by amendment to the Agreement. The parties acknowledge and agree to meet annually to provide oversight of the Agreement and make recommendations on any modifications to the Agreement.

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

Luvenia Jackson
Luvenia Jackson, Interim Superintendent
Clayton County Public School System

Steven C. Teske
Steven C. Teske, Chief Judge
Juvenile Court of Clayton County

8-13-13
Date

08/13/13
DATE

2013 AUG 15 11:57
CLAYTON COUNTY
JUVENILE COURT

Memorandum of Agreement

By and Between
Manchester Public Schools
and
Manchester Police Department

I. Introduction

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

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

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

II. Purpose of Agreement

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

III. Terms of the Agreement

A. Summary of Key Points

The parties agree to:

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

B. Key Factors in Making Disciplinary Decisions

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

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

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

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

C. Graduated Response Model

Classroom Intervention - The classroom teacher plays a prominent role in guiding, developing and reinforcing appropriate student conduct and is acknowledged as the first line in implementing the school discipline code. As such, this model begins with a range of classroom management techniques that must be implemented prior to any other sanctions or interventions. Classroom intervention is managed by the teacher for behaviors that are passive and non-threatening such as dress code violations, and violations of classroom rules. School Resource Officers (SROs) should not be involved at this level. More than three incidents of the same behavior, if not in the same day, could lead to School Administrator Intervention. Classroom intervention options might include redirection, re-teaching, school climate initiatives, moving seats; and the teacher should initiate parental contact.

School Administration Intervention - Classroom interventions must be supported by school administrators who address more serious or repetitive behaviors and behaviors

in school but outside of the classroom. Examples of behaviors at this level include repetitive patterns, defacing school property, truancy, threatening and behaviors in hallways, bathrooms, courtyards and school buses. Administration intervention options might include time in the office, after school detention, loss of privilege, reparation, and/or parent conference.

Assessment and Service Provision - When the behavior and needs of the student warrant, an assessment process and intervention with the use of school and community services is appropriate. This intervention is managed by the school administrator, a student assistance team (SAT), or the School Safety Review Board (SSRB). Repetitive truancy or defiance of school rules, and behaviors that interfere with others such as vandalism or harassment, belong at this level as well as misbehaving students who would benefit from service provision. Assessment and service intervention options should include any Classroom or School Administration interventions and might include referral to the Manchester Youth Service Bureau (YSB) Diversion Program (via the School Safety Review Board – SSRB, if appropriate), other YSB programs, community service programs, other specified diversionary programs, suspension, expulsion or referral to court. Truant behavior should not lead to an out-of-school option. Police can be involved in their role on SATs, the SSRB (School Safety Review Board), and/or the Truancy Review Board.

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

Graduated Response Model Chart

	<u>Level 1</u> Rules Violations/Disruptive & Offensive Behaviors	<u>Level 2</u> Chronic Disruptive & Serious Behaviors	<u>Level 3</u> Safety Concerns	<u>Level 4</u> Mandatory Referral to School Resource Officer
Types of Behaviors	<ul style="list-style-type: none"> -Disruptive Behavior -Insubordination/Defiance -Inappropriate Attire -Inappropriate Language -Physical contact/ Horseplay -Electronics Violation -Tardiness -Cutting Teacher Detention -Forgery/lying -Leaving classroom without permission -Pass violation -Inappropriate displays of affection -Other 	<ul style="list-style-type: none"> -Chronic Level 1 Offences (documented) -Chronic Disruptive Behavior (documented) -Gross Insubordination -Abusive Language directed at Staff -Chronic Tardiness -Cutting Office Detention -Cutting class -Leaving School Grounds -Harassment -*Truancy -Other 	<ul style="list-style-type: none"> -Chronic Level 2 Offences -Bullying - Serious fighting/assault -Smoking -Theft -Threats/Intimidation -Vandalism -Other 	<ul style="list-style-type: none"> -Alcohol/Drugs -Weapon Possession - Assault Resulting in Injury -Action Resulting in Lockdown or Evacuation of Classroom or Building -Inciting a Riot -Multiple Level 3 Offenses -Other
Persons Involved in Intervention	<ul style="list-style-type: none"> -Teacher -Parent(s)/Guardian(s) -Team leader 	<p><u>All Previous Persons Involved plus:</u></p> <ul style="list-style-type: none"> -Guidance Counselor -School Social Worker -Administrator -Community Agencies 	<p><u>All Previous Persons Involved plus:</u></p> <ul style="list-style-type: none"> -School Resource Officer -Student Assistant Team 	<u>ALL</u>
Progressive Intervention Options and Discipline Actions	<ul style="list-style-type: none"> -Verbal warning -Redirection -**Parent contact -**Student/Teacher conference -**Parent/Teacher conference and other parties (guidance counselor, school social worker, etc) as deemed necessary -Consult team members and/or support staff -**Use of the Pre-Referral Intervention Manual for possible interventions -**Alternate setting -**File review -Mediation -**Behavioral contracts -**Behavioral Intervention plans/FBA -**Data collection on interventions and their effectiveness -**Loss of classroom privileges/Restricted activity -**Lunch detention -**Teacher detention 	<p><u>All Previous Level Interventions/Discipline plus:</u></p> <ul style="list-style-type: none"> -Written Warning- letter sent home -Referrals to student support personnel - 1 to 1 counseling -Parent/Team conference and other parties (guidance counselor, school social worker, etc) as deemed necessary -Mentoring program -School/Community Service *Referral to School Attendance Review Board -Office Detention -Saturday Detention -Play by the Rules Referral -Loss of School Privileges/Restricted activities -Behavior Intervention or Reflection Room -Designated "Time Out" area -In School Suspension 	<p><u>All Previous Level Interventions/Discipline plus:</u></p> <ul style="list-style-type: none"> -Parent/Administration conference and other parties (guidance counselor, school social worker, etc) as deemed necessary. -Referral to SAT -Referral to Substance Intervention Program -Referral to School Safety Review Board -Referral to Restitution/Community Service Program -Law Enforcement Referral to Diversionary Program -Law Enforcement Mentoring -Law Enforcement ticket/fine -Outside School Suspension -Possible referral for consideration of expulsion -Possible Arrest 	<p><u>All Previous Level Interventions/Discipline plus:</u></p> <ul style="list-style-type: none"> -Arrest -Referral for consideration for expulsion

**Non-certified staff (see protocol and guidelines not all interventions are appropriate and must get prior administrative instruction)

D. Police Activity at Schools

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

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

IV. Data Collection and Monitoring

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

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

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

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

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

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

V. Duration and Modification of Agreement

This agreement shall become effective July 1, 2011 and shall remain in full force and effect until such time as the agreement is modified by the consent of the parties. The agreement may be modified at any time by amendment to the agreement.

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

Kathleen M. Ouellette
Superintendent of Schools

5/26/11
Date

KATHLEEN M. Ouellette
Printed Name

Sworn and subscribed before me on this 26 day of May, 20 11.

Bonnie Starr Chemerka
Commissioner of the Superior Court/
Notary Public

BONNIE STARR CHERMERKA
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN 31 2012
Commission Expiration Date

Mark Mantromy
Chief of Police/Resident State Trooper

5-26-11
Date

Mark Mantromy
Printed Name

Sworn and subscribed before me on this 26th day of May, 20 11.

Donna P. Huot
~~Commissioner of the Superior Court~~
Notary Public

Commission Expiration Date

DONNA P. HUOT
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2013

Deputy Chief Lyn Tomioka *LT*
Chief of Staff
2-26-14

**Memorandum of Understanding
Between
The San Francisco Police Department and
The San Francisco Unified School District**

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The San Francisco Police Department ("SFPD") and the San Francisco Unified School District ("SFUSD") enter into this Memorandum of Understanding, made this 14th day of January in the year of 2014, in the City and County of San Francisco, State of California, in order to ensure safety and foster positive police/youth engagement within primary and secondary public schools in the City and County of San Francisco while also avoiding unnecessary criminalization of SFUSD students for whom arrest and juvenile court involvement creates serious potential long-term consequences. This memorandum will replace the previous Community Oriented Policing In Schools Memorandum of Understanding between SFPD and SFUSD, dated December 15, 2005, as well as any amendments thereto.

1. TERM OF THE AGREEMENT

This MOU shall remain in effect for 5 years from the date of full execution. The terms of this memorandum may be modified or amended at any time by written agreement of both parties. Either party may terminate this agreement upon 90 days advance written notice.

2. EFFECTIVE DATE OF THE AGREEMENT

This MOU shall become effective on the date that it is signed by both the San Francisco Chief of Police and the Superintendent of SFUSD, and is approved by the San Francisco Board of Education ("BOE"), whichever comes last.

3. PROGRAM AND PROGRAM COORDINATION

SFPD will coordinate the Community Oriented Policing In Schools program with the SFUSD (hereinafter "SRO Program"). This program currently consists of SFPD School Resource Officers ("SRO") who are assigned to and maintain a presence at police stations throughout the city and are also assigned to serve as the primary officers working with one or more schools in the SFUSD when the need for police support arises, as defined in this MOU.

SFPD will maintain a position for a School Resource Officer ("SRO") Coordinator (Captain or equivalent) who will coordinate the planning, budgeting, management and agency leadership for the SRO program; provide program monitoring and assistance with problem solving; and will handle coordination between the SFPD Chief of Staff Office, District Station Captains, SFUSD, School Site Administrators and SROs. The SRO Coordinator will act as the liaison with the SFUSD to ensure coordination of other programs conducted by other divisions of the SFPD, avoid redundant services, ensure equitable distribution of such program services, and help maintain a line of communication between the schools and the SFPD. The SRO Coordinator will maintain a list of the SROs and their assignments by station and school and provide that list, as well as any updates, to the Associate Superintendent of the Student, Family and Community Support Department (SFCSD) of SFUSD on a quarterly basis, or more frequently if assignments of SROs are changed.

The SFUSD Associate Superintendent – SFCSD will work with the SRO Coordinator to coordinate the SRO Program, including but not limited to distributing this MOU to school sites and educating school sites regarding the provisions of this MOU and their responsibilities under

the MOU.

4. REPORTS

SFPD will provide SFUSD staff with a monthly written report to be filed with the BOE regarding the:

- (A) School site crime incidents reported to, or observed by, SRO/SFPD disaggregated by school-site, offense, and student subgroup, including but not limited to age, race, ethnicity, and gender.
- (B) Number of times that SRO/SFPD was called to schools disaggregated by school site.
- (C) Number of arrests of students made:
 - (1) By SFPD on SFUSD school sites for school related offenses.
 - (2) By SFPD on SFUSD school sites for non-school related offenses.
 - (3) By SFPD off SFUSD school sites for school related offenses.

Such data shall be disaggregated by school-site, offense, and student subgroup, including but not limited to age, race, ethnicity, and gender, with information about the disposition of the matter.

Note: When making arrests of students on SFUSD school sites, SFPD shall consider the "Arrests on School Campuses" section of this MOU.

- (D) Truancy: (1) the number of home visits conducted by SROs, (2) a general description of the police action taken regarding the home visits, and (3) other relevant information concerning SRO action in "truancy abatement" efforts, including the number of students cited or referred to the Truancy Court, or other Juvenile Court that adjudicates truancy cases, if the Truancy Court is abolished, rather than being returned to school or referred to another diversion or support program.
- (E) Referrals: Number of referrals of students from school sites to wellness centers, medical facilities, tutors, mentors or other resources in lieu of arrest or citation.
- (F) Family and Children Services (Child Welfare): Number of referrals of students on school sites made to Child Protective Services.
- (G) Any other information the SFPD believes is relevant, including but not limited to information regarding the nature of any collaborative efforts between the parties.

For purposes of this section, school site is defined as the property upon which the school is located, including any sidewalks and entrances abutting or surrounding the school. It also includes any location where a school sponsored event is being held for the duration of such event.

Three times a year the SRO Coordinator and the Associate Superintendent for SFUSD or their designees shall provide a report to the SFUSD Board of Education regarding the information contained in the aforementioned monthly reports and be available to answer any questions posed by the community related to safety, disproportionate minority contact, if any, student arrest or citation rates, or any other issue. This report to the BOE shall specifically address any efforts to reduce disproportionate minority contact with police and the juvenile justice system and reduce the rate of school-based arrests and citations while maintaining a safe school climate.

5. HIRING AND ASSIGNMENT

SFPD is responsible for the recruitment and assignment of officers to SRO positions and with the provision of necessary training and equipment. SFPD will prioritize the assignment of officers to SRO positions who have experience and training in community policing, youth development, and restorative practices.

6. SRO SELECTION

The SRO Coordinator and Station Captain shall consult with the site principal prior to the assignment of a new SRO to identify any special needs or concerns to be taken into consideration during the selection process of the SRO.

The site principal shall take into consideration any concerns expressed by students or parents at that site, including those opinions expressed in the school site climate survey or other school questionnaires or surveys, regarding SRO or police officer interactions with students on the school site and provide such information to the SRO Coordinator and Station Captain. No confidential information shall be disclosed.

7. COORDINATION BETWEEN SRO COORDINATOR, SROs AND SCHOOLS

a. SRO Coordinator

The SRO Coordinator will meet at least once per school year with the SROs and site principals and shall be invited by the Associate Superintendent of SFUSD to one or more meetings for school site principals. If possible, a meeting shall occur before the school year or at the beginning of the school year for the SRO Coordinator to review school and SFPD expectations, requirements and operational procedures with SROs, principals and security staff.

During the second semester, another meeting should be held to address any issues or concerns that may have arisen since the last meeting.

b. SRO

With a goal of improving school climate, SROs shall meet at least one time per semester with their assigned school principal and any members of the safety team to exchange information about current crime trends, problem areas, emerging youth gangs or other issues of concern which have potential for disruption in the school or within the community, and to strategize on

how to improve school safety. At such time, if SROs have engaged in proactive and preventative strategies with youth, such as connecting them with community based resources, mentors, or tutors, this should also be discussed.

8. MUTUAL COOPERATION between SFPD AND SFUSD STAFF

The SRO, like all other SFPD police officers, is a sworn member of the San Francisco Police Department assigned to provide law enforcement expertise and resources to assist school site staff in maintaining safety within their assigned school(s). Although the SRO and other police officers are supervised by SFPD, and not the SFUSD, the SRO and any other police officers working with or interacting with a school in SFUSD shall take reasonable steps to work cooperatively with school administrators, consistent with his/her responsibilities and perform the duties outlined in this MOU in accordance with the policies, rules and regulations of the SFUSD. In performing these duties, the SRO and any other police officers working with or interacting with a school in SFUSD shall comply with all SFPD General Orders and policies and all applicable local, state and federal laws. The SRO and any other police officers working with or interacting with a school in SFUSD will maintain familiarity with the SFUSD Student/Parent Handbook of rules and regulations.

Likewise, SFUSD staff, although not supervised by SFPD, will, at all times respect the authority of SFPD Officers and their responsibility to maintain safety for the citizens of San Francisco. It is expected of all SFUSD staff (administrators, teachers and support staff) that every effort will be made to establish and maintain a relationship of mutual respect and cooperation with all members of SFPD.

9. COMMUNITY OUTREACH

To the extent feasible, SROs will participate in positive student activities in the school community in order to build trusting and respectful relationships with students, families and staff. The SRO will collaborate with school based community organizations, parent teacher organizations, School Advisory Councils, student government and SFUSD staff to develop opportunities for positive activities, such as panel discussions, mentoring programs, community coalitions or task forces.

Based on the availability of additional resources, members of the SRO program may offer the following types of assistance to elementary and middle schools:

- (1) Attending school staff meetings;
- (2) Providing drug education/awareness training,
- (3) Providing sexual assault awareness training,
- (4) Providing gang awareness training, and
- (5) Providing internet safety and violence prevention education to site staff, parents, guardians and students.

10. CAMPUS SECURITY

SROs will augment school site administrators, faculty, and security staff to keep schools safe from intruders. As practicable, the SRO will work with school security to identify security issues and to take reasonable steps to create a safer environment for students. However, the SRO is neither a member of the security staff nor a supervisor of security officers. SROs have primary responsibility for (1) handling all calls for police service at the assigned school site, and (2) coordinating the response of other police resources at the school.

11. REQUESTING POLICE ASSISTANCE

Staff members and site administrators shall only request police assistance when (1) necessary to protect the physical safety of students and staff; (2) required by law; or (3) appropriate to address criminal behavior of persons other than students. Police involvement should not be requested in a situation that can be safely and appropriately handled by the District's internal disciplinary procedures. (BOE Res. No. 92-23A6, Adopted June 22, 1999). If it is unclear whether a particular situation meets the criteria above, contact the principal or Assistant Superintendent as soon as possible to make a determination.

12. PROCEDURE FOR SCHOOL STAFF TO REQUEST POLICE ASSISTANCE WHEN THE CRITERIA IN SECTION 11 ARE MET

- (1) Call 911, SRO or any police officer in an emergency or crisis situation, and notify the site administrator as soon as possible;
- (2) If there is no immediate danger to students or others, a staff member should always contact a site administrator to make the decision about whether to request police assistance for an incident involving potentially criminal behavior by a student, based on criteria in the section supra for Requesting Police Assistance;
- (3) Site administrator shall notify the Assistant Superintendent and enter a written Incident Report the same day to detail police response to an incident involving a student and as required by District policy. Such written reports shall be logged into the SFUSD centralized data system (Synergy) and data regarding such incidents and calls for police assistance shall be provided in aggregate form. The data may be further disaggregated by criteria such as school-site, race, ethnicity, gender, and age of the student or students involved in the incident for which the police contact was initiated, as long as the disaggregation does not reveal individualized information to the general public or relevant school community. This data will be provided in a written report at the three times a year BOE meetings discussed in Section 4 of this MOU.

Disproportionate use of police intervention in inappropriate situations shall be cause for corrective action by the District.

Officers should not be requested to interview students or collect evidence for expulsion hearings UNLESS the employee believes that such an investigation would pose a danger to themselves or others.

(BOE Resolution No. 92-23A6, Adopted June 22, 1999 and attached hereto as Attachment A)

13. REPORTING CRIMINAL ACTIVITY

Criminal activity that must be reported pursuant to Education Code Section 48902 (this section is attached hereto as Attachment B) will be reported to the SRO, or to SFPD if the SRO is not available.

14. STUDENT DISCIPLINE

SFUSD administrators have primary responsibility to ensure consistent enforcement of school rules and policies. Neither the SRO nor any other SFPD police officer shall act as a school disciplinarian. Disciplining students is a school responsibility.

Pursuant to San Francisco Board of Education policy, SFUSD administrators shall prioritize alternatives to school removals and police involvement, such as the use of Restorative Practices (see BOE Resolution No. 96-23A1, "In Support of a Comprehensive School Climate, Restorative Justice and Alternatives to Suspensions and Expulsions")

15. OFFICER ENTRY ON SCHOOL CAMPUSES

Absent exigent circumstances, SFPD officers should notify school officials (e.g., the principal, dean or head counselor) of their presence and/or purpose on SFUSD property. During the meeting between the SRO Coordinator and site principals before school starts or at the beginning of the year, the SRO Coordinator shall receive a list of school contacts to be used for this purpose.

16. ARRESTS ON SCHOOL CAMPUSES

In an effort to minimize disruption to the learning environment, SFPD officers should consider the reasonableness of making an arrest on campus or summoning a student from a classroom. When considering whether it is reasonable to arrest or summon a student on campus, the officer shall consider the following:

- Whether the arrest or summoning is in response to the commission of a school-related offense;
- The seriousness of the offense;
- Whether there is an imminent threat to public safety;
- Federal, state and local requirements;
- Whether the officer is able to accomplish the arrest by other means.

If the arrest is not reasonable given the considerations listed above, the arrest or summons of the student should be made at another time/place.

17. NOTIFICATION OF PARENT, OPPORTUNITY FOR PARENT TO BE PRESENT, AND OPTION FOR STUDENT TO HAVE AN ADULT OF HIS OR HER CHOICE PRESENT PRIOR TO ANY QUESTIONING OR INTERROGATION

SFPD and SFUSD shall abide by Education Code Section 48906, which requires that a school official must make immediate parental/guardian notification upon police arrest of a student, excepting when the child is taken into protective custody as a suspected victim of child abuse or pursuant to Section 305 of the Welfare & Institutions Code. SFUSD Board policy requires that a school official must call a parent/guardian and give such parent/guardian a reasonable opportunity to be present for any police interrogation, unless the child is a suspected victim of child abuse.

Efforts to contact parents by SFUSD school officials must include calling all numbers listed on an emergency card, including work numbers, pager numbers, and any numbers supplied by the student. (SFUSD BOE Resolution No. 92-23A6, Adopted June 22, 1999).

If a parent cannot be found, the school site should offer the student the option of having an adult of his or her choice from the school available during the interrogation. (SFUSD BOE Resolution No. 92-23A6, Adopted June 22, 1999).

Consistent with SFPD General Order 7.01, Section III, D.3.a., (“[i]mmediately prior to questioning a juvenile, [the SFPD officer] shall again advise the [student] of the Miranda admonishment. Such admonition shall be given in language appropriate to the age and the sophistication of the [student] and in accordance with General Order 5.20. In addition to the Miranda admonishment, the officer shall tell the juvenile that he or she may have a parent/guardian present before and during an interrogation.”)

If, during an investigation, the student is currently being questioned as a victim or a witness, the same procedures shall apply to avoid any harm to a victim or witness who may later be considered a suspect.

18. LOCATION OF ARREST, PRIVACY OF STUDENT, AND CONSIDERATIONS OF CAMPUS CLIMATE

Absent exigent circumstances, officers should coordinate with the principal or designee if after taking into account the reasonableness of such an arrest as outlined in section 16, they determine it is necessary to make an arrest on campus. To the extent practicable, a private location out of sight and sound of other students shall be arranged for the arrest that will help avoid invasion of the student’s privacy, jeopardizing the safety and welfare of other students, and further disruption on the school campus. During the meeting between the SRO Coordinator and site principals before school starts or at the beginning of the year, the SRO Coordinator shall receive a list of school contacts to be used for this purpose.

19. GRADUATED RESPONSES TO LOW-LEVEL SCHOOL BASED OFFENSES

Subject to the exception described below, when SFPD officers make a school based arrest they should use the graduated response system outlined below and they shall make every effort to not refer a student to San Francisco County Juvenile Probation's Community Assessment and Referral Center ("CARC") for the commission of a low-level school-based offense, defined as an offense involving battery, battery on school property, battery against a school employee, attempt to resist arrest, disturbing the peace, or possession of marijuana for personal use, unless the student has committed his or her third or subsequent similar offense during the school year.

- (A) First Offense: If a student commits a low-level school-based offense, an SFPD officer shall have the discretion to admonish and counsel or take no action.
- (B) Second Offense: Upon the commission of a subsequent, similar low-level school-based offense in the same school year, law enforcement shall have the discretion to admonish and counsel, or require the student to attend a SFUSD or other diversion program.
- (C) Third or subsequent offense. For a student who commits a third or subsequent offense, SFPD may refer the case to CARC/Juvenile Probation for filing with the Court or further diversion. If the student has attended a diversion program in that year or any previous school year and the student has committed a similar low-level school-based offense, the next similar minor school-based offense may result in a complaint being filed with the Court.

Notwithstanding this graduated response system, an SFPD officer has the discretion to refer the case to CARC.

20. TRAINING ON AND DISTRIBUTION OF MOU AND CROSS-AGENCY PROFESSIONAL DEVELOPMENT FOR PERSONNEL AND SCHOOL COMMUNITY

SFPD shall ensure that this MOU is distributed to all of its police officers and SROs and that appropriate training regarding the provisions of this MOU and their responsibilities under the MOU is provided.

The SFUSD Associate Superintendent shall ensure that this MOU is distributed to all of its school sites and that appropriate training regarding the provisions of this MOU and staff responsibilities under the MOU is provided.

SROs and any police officers who may interact with SFUSD schools or school students will be encouraged to participate in at least one training per year provided by SFUSD regarding Restorative Practices, youth development and choices, relevant confidentiality laws, special education laws, and strategies for working and communicating effectively with students in the Special Education program. These trainings shall also include a significant youth-led component that focuses on building relationships with youth and understanding the perspective of youth. Youth-centered groups and commissions shall be consulted to develop the training and provided

with an opportunity to help lead the training.

SFPD and its SROs can provide professional development to SFUSD staff in the following areas: gang awareness and prevention; crisis response and personal safety, including sexual harassment. SFUSD security staff may avail themselves of SFPD trainings for their officers.

In an effort to establish and maintain a safe school environment, SROs can also provide expertise and training for the school community (students, staff, parents) with information regarding crime trends and current laws, including juvenile statutes and procedures relevant to schools.

SFUSD can invite and encourage SRO participation in professional development and training opportunities in the areas of Restorative Justice/Practices, Youth Development, teaching methodology and practice, and other educational reform initiatives to facilitate their understanding of the school culture. SFUSD can involve community based organizations to provide training for SROs.

The Associate Superintendent of Student, Family and Community Support for SFUSD shall inform the SRO Coordinator about relevant trainings that are appropriate for SROs.

21. LANGUAGE OF MUTUAL RESPECT

The goal of this MOU with regard to language is to create an environment of mutual respect between SFPD members and the SFUSD's students, parents/guardians, teachers and administrators. All members of the school community shall treat each other with respect.

The SFPD's Rules of Conduct (SFPD General Order 2.01, Section 14 and attached hereto) demands that members of the SFPD treat all people with respect and SFPD will promptly take action to address the use of inappropriate language toward students or school staff. Such Rules of Conduct apply at all times, including during an arrest or investigation.

It is expected under this MOU that SFUSD students and personnel adopt the same respectful tone and conduct with each other and with SFPD officers on and about SFUSD campuses and that SFUSD staff and students will not use incendiary language or profanity toward SFPD officers. SFUSD staff will promptly take action to address the use of inappropriate language toward SFPD officers.

22. UNIFORM

SROs shall wear the regulation SFPD uniform and operate a marked SFPD vehicle while on duty unless otherwise authorized by a SFPD supervisor.

23. FEEDBACK/DISPUTES RELATED TO SRO PROGRAM

The SFUSD Restorative Practices Task Force, which shall include at least two youth members, shall hear feedback/disputes from parents/guardians, students, SROs and staff related to SRO, SFPD, or SFUSD staff compliance with this MOU. To the extent permitted by law, the Task

Force shall provide written findings to the person who filed the feedback/dispute within 21 calendar days after they are filed. The Task Force will provide findings and recommendations to the SFPD and SFUSD, related to the feedback/disputes within 21 calendar days after they are filed.

Additionally, parents/guardians, students and staff may file complaints with the Office of Citizens Complaints. In the event that the feedback/dispute involves SFUSD staff, the Taskforce may forward the information to SFUSD's Human Resource Department for appropriate action.

24. SCHOOL SITE PRINCIPAL DUTIES REGARDING SRO PROGRAM


It is the responsibility of the site principal to facilitate ongoing communication between the SRO and school staff. The site principal shall participate in meetings with the SRO Coordinator upon request of the Coordinator and/or the Associate Superintendent and with the SRO as discussed in section 7.

At least once each school year, the school site principal shall distribute a school climate survey to all students at the school to assess student safety and climate around student and police interactions and contact. The student climate survey shall be developed within 90 days of the effective date of this MOU in partnership with stakeholder groups and organizations that work with SFUSD students. Information from the school site survey shall be analyzed and aggregated at the school site and shared with the Associate Superintendent. The surveys shall be anonymous.

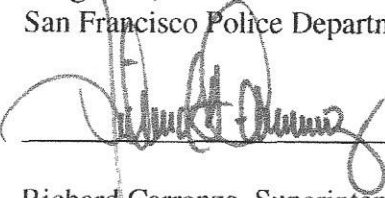
In the event that the site principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties/responsibilities, or has a dispute or question regarding their SRO or concern that the terms of this MOU are not being followed, the site principal shall contact their Assistant Superintendent, the SRO Coordinator, and Station Captain as soon as it is practical to do so. The results of the school climate surveys shall be assessed to determine whether such a meeting should be initiated.

25. STUDENT ADVISORY COUNCIL

Representatives from the Student Advisory Council (SAC), including but not limited to the SAC Board Representatives, shall have the opportunity to comment on the report given by the SFPD and SFUSD to the Board of Education related to the SRO program as detailed in Section 4. Individual members of the SAC who attend schools with an SRO may participate in school site discussions about the SRO program.



Date 1/14/14
Greg Suhr, San Francisco Chief of Police
San Francisco Police Department

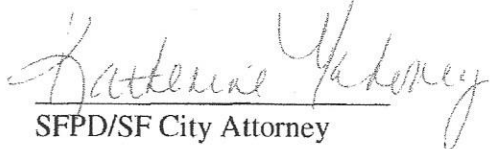


Date 1/14/14
Richard Carranza, Superintendent of Schools
San Francisco Unified School District

Approved as to form:



SFUSD Legal Office (1/14/14)



SFPD/SF City Attorney 1/14/14

COOPERATIVE AGREEMENT

BETWEEN

THE JUVENILE COURT OF CLAYTON COUNTY

THE CLAYTON COUNTY PUBLIC SCHOOL SYSTEM

THE CLAYTON COUNTY POLICE DEPARTMENT

THE RIVERDALE POLICE DEPARTMENT

THE JONESBORO POLICE DEPARTMENT

THE FOREST PARK POLICE DEPARTMENT

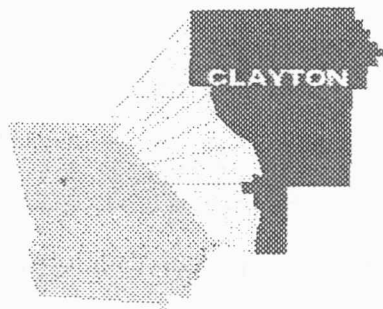
**THE CLAYTON COUNTY DEPARTMENT OF FAMILY &
CHILDREN SERVICES**

**THE CLAYTON CENTER FOR BEHAVIORAL HEALTH
SERVICES**

ROBERT E. KELLER, DISTRICT ATTORNEY

AND

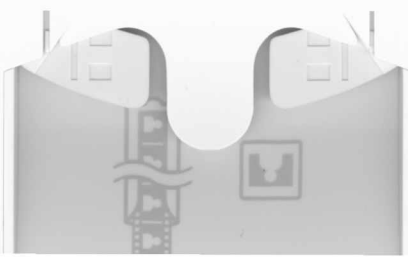
THE GEORGIA DEPARTMENT OF JUVENILE JUSTICE



1. PURPOSE OF AGREEMENT

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

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



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

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

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

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



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

II. DEFINITIONS

As used in this Agreement, the term:

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



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

III. TERMS OF AGREEMENT

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

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

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



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

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

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



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

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

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

C. Treatment of Elementary Age Students.

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



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


III. DURATION AND MODIFICATION OF AGREEMENT

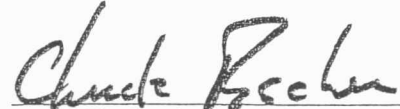
This Agreement shall become effective immediately upon its execution by signature and shall remain in full force and effect until such time as terminated by any party to the Agreement. The Agreement may be modified at any time by amendment to the Agreement. The parties

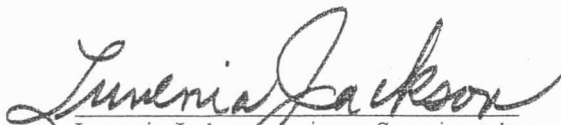


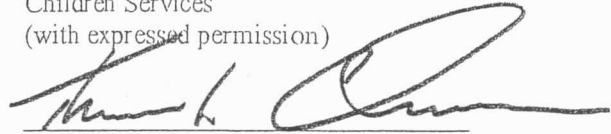
acknowledge and agree to meet quarterly to provide oversight of the Agreement and make recommendations to the heads of each agency on any modifications to the Agreement.

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

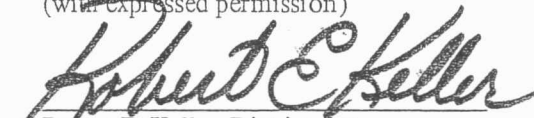

K. Van Banke, Chief Judge
Juvenile Court of Clayton County

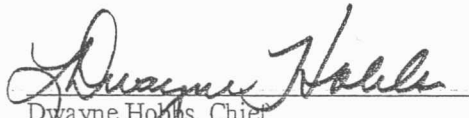

Chuck Fischer, Deputy Director
for Cathy Ratti, Director
Clayton County Department of Family and
Children Services
(with expressed permission)

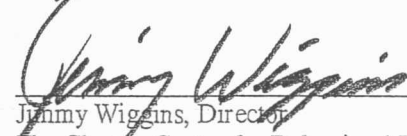

Luvenia Jackson, Assistant Superintendent
for Dr. Barbara Pulliam, Superintendent
Clayton County Public School System
(with expressed permission)



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

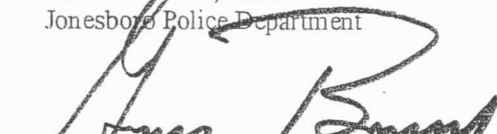

Darrell Partain, Chief
Clayton County Police Department


Robert E. Keller, District Attorney
Clayton Judicial Circuit


Dwayne Hobbs, Chief
Forest Park Police Department


Jimmy Wiggins, Director
The Clayton Center for Behavioral Health
Services


Robert Thomas, Chief
Jonesboro Police Department


Greg Barney, Chief
Riverdale Police Department

