

THE BROWARD COUNTY LEAGUE OF CITIES'
SCHOOL AND COMMUNITY PUBLIC SAFETY
TASK FORCE

INITIAL REPORT AND RECOMMENDATIONS

June 4, 2018

Exhibit #3



Broward County Public Schools

School & Community Public Safety Task Force

April 9, 2018

Jeffrey S. Moquin, Chief of Staff
Mickey Pope, Executive Director Student Support Initiatives



SRO Agreements

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (hereinafter referred to as "SBBC"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF SUNRISE, FLORIDA (hereinafter referred to as "CITY"), a municipal corporation whose principal place of business is 10440 West Oakland Park Boulevard Sunrise, Florida 33351

WHEREAS, SBBC has established a School Resource Officer Program (hereafter referred to as "SRO Program") pursuant to applicable law, and

WHEREAS, SBBC desires that the CITY provide law enforcement officers to serve as School Resource Officers (hereafter referred to as "SROs") in several public schools located within Broward County, Florida and the CITY is willing to assign law enforcement officers to serve as SROs under the SRO Program; and

WHEREAS, the CITY and SBBC agree that the SRO Program is a great benefit to the school administration, the student body, and the community as a whole and desire to enter into this School Resource Officer Agreement (hereafter referred to as "Agreement") to accomplish the purposes expressed herein; and

WHEREAS, the CITY and SBBC understand and agree that the SRO Program is established for the purposes set forth under applicable Florida law including assisting in the prevention of juvenile delinquency through the provision of programs specifically developed to respond to the factors and conditions that give rise to delinquency.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I - RECITALS

1.01 **Recitals** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

Agreement with the City of Sunrise, Florida (2016 - 2017)

Page 1 of 13

BCPS currently has 13 SRO Agreements with independent municipalities and an Agreement with BSO to cover 10 additional municipalities.

INDEPENDENT MUNICIPALITIES	
Coconut Creek	Margate
Coral Springs	Miramar
Davie	Pembroke Pines
Ft. Lauderdale	Plantation
Hallandale Beach	Sunrise
Hollywood	Wilton Manors
Lauderhill	
BSO-SERVED MUNICIPALITIES	
Cooper City	Oakland Park
Dania Beach	Parkland
Deerfield Beach	Pompano Beach
Lauderdale Lakes	Tamarac
North Lauderdale	Weston



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2.05 Duties of SROs An SRO shall not function as a school disciplinarian or security officer and shall not intervene in the normal disciplinary actions of the Participating Schools. Each assigned SRO shall act at all times within the scope of authority granted to the SRO by applicable law. Each SRO shall perform duties including, without limitation, the following:

- a) The performance of law enforcement functions within the school setting;
- b) The identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services;
- c) The enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- d) The development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e) The provision of assistance and support of crime victims (including victims of abuse) identified within the school setting;
- f) The presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- g) The provision of assistance to SBBC in protecting and securing the school plant and its occupants.



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OTHER PROMINENT PROVISIONS:

2.01 Term of Agreement Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on August 14, 2017 and conclude on June 7, 2018.

2.08 Payment for SRO Program Services SBBC shall pay to CITY the sum of _____ Dollars and xx/100 Cents. [Sum of Payment equates to \$46,252 per SRO].

The CITY shall invoice SBBC for SRO services rendered under this Agreement in **ten (10) monthly installments** with the first invoice being delivered to SBBC in August 2017, and subsequent invoices shall be delivered to SBBC on a monthly basis, with the final invoice delivered to SBBC in May 2018....However, the CITY shall make appropriate pro rata reductions in the amount invoiced during any month in which emergency circumstances reduced the amount of SRO services provided by the CITY...

2.03 Assignment of SROs ...However, at the discretion of the Chief of Police, any SRO may be assigned to patrol the neighborhoods surrounding their assigned school to address school security, truancy and juvenile delinquency issues...



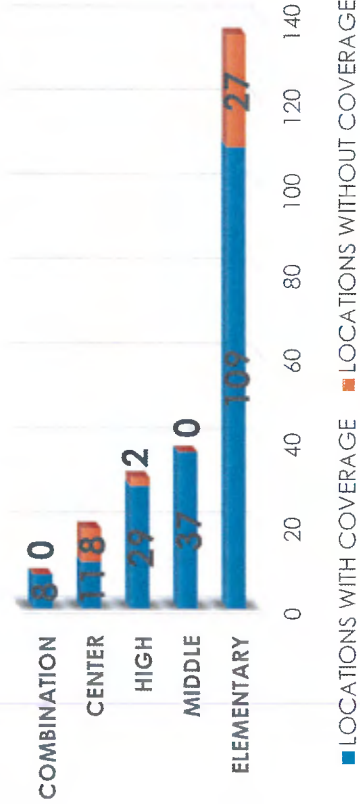
SRO Allocations



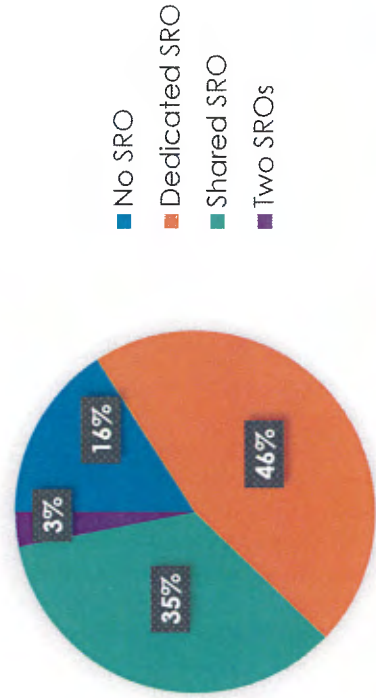
Number of Schools

Elementary	136
Middle	37
High	33
Combination	8
Centers	17
Colleges	3
Total	234
Charter Schools	93
Grand Total	327

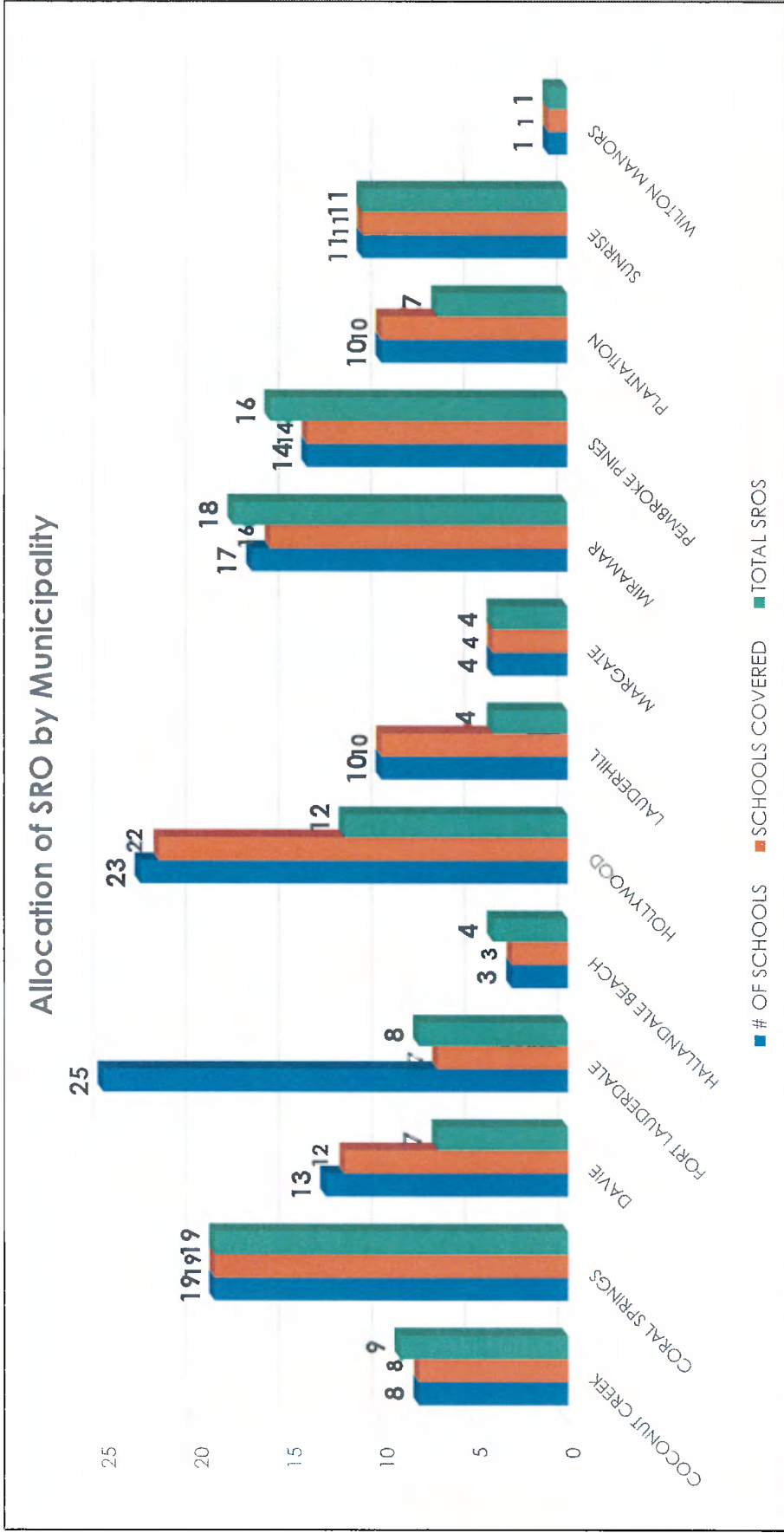
SRO Participation by School Level



SCHOOLS SRO BREAKDOWN

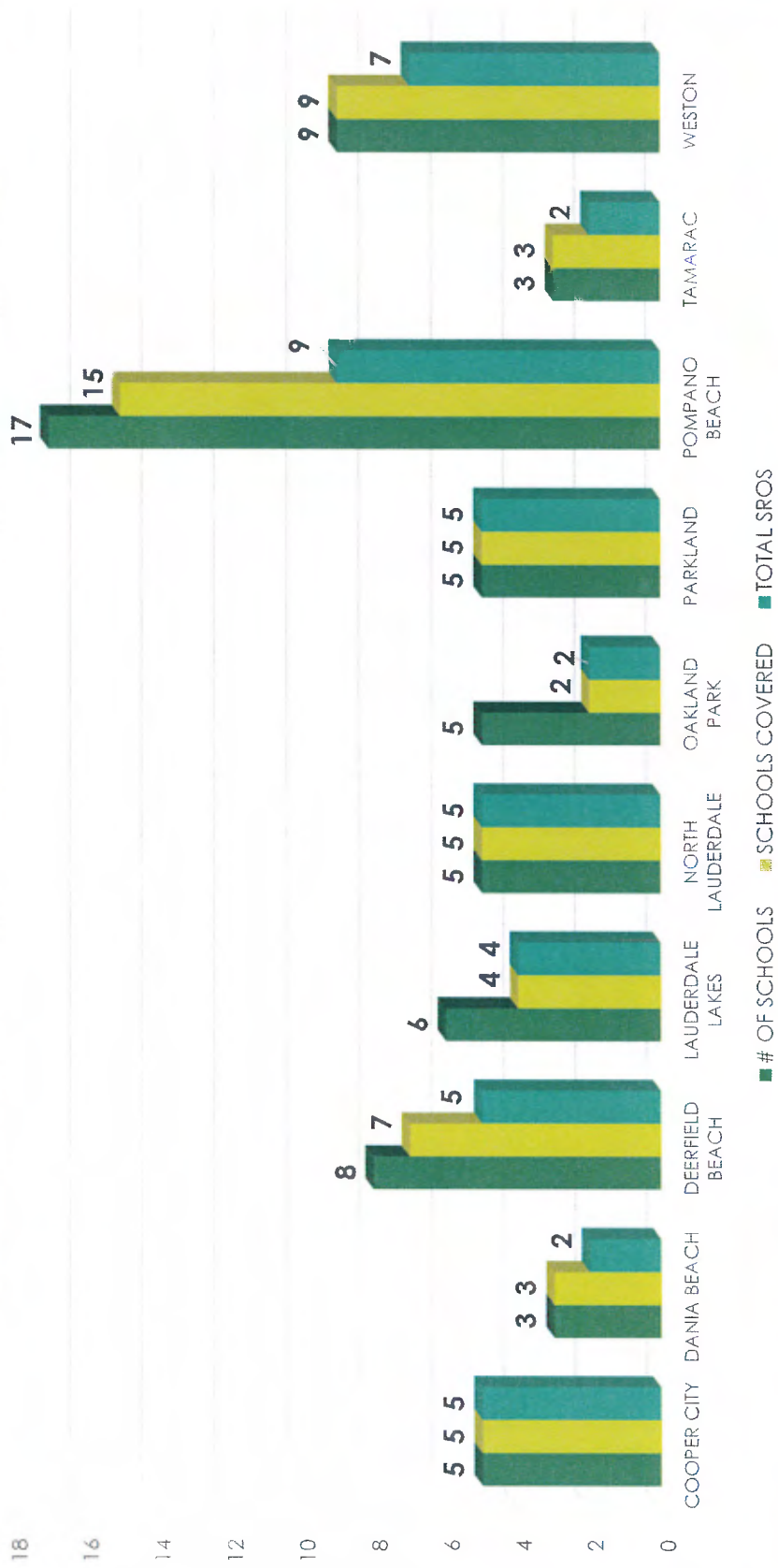


SRO Allocations – Municipalities



SRO Allocations - BSO

Allocation of SRO by Municipality (BROWARD SHERIFF'S OFFICE)



Assumes Annual Cost of SRO = \$139,666		District Schools	Charter Schools	All Schools
Number of Schools		238	93	331
Current SRO Units		166		166
Current BCPS Contribution		\$ 46,252		\$ 46,252
Total Annual BCPS Cost		\$ 7,677,832		\$ 7,677,832
Estimated Municipal/BSO Cost per SRO		\$ 93,414		\$ 93,414
Estimated Municipal/BSO Cost		\$ 15,506,724		\$ 15,506,724
Total Estimated Annual Cost for All Agencies		\$ 23,184,556		\$ 23,184,556
Total SROs Needed For 1:1 School Ratio		238	93	331
Total Estimated Annual BCPS Cost		\$ 11,007,976	\$ 4,301,436	\$ 15,309,412
Estimated Municipal/BSO Cost		\$ 22,232,532	\$ 8,687,502	\$ 30,920,034
Total Estimated Annual Cost for All Agencies		\$ 33,240,508	\$ 12,988,938	\$ 46,229,446
Additional Estimated Cost for All Agencies		\$ 10,055,952	\$ 12,988,938	\$ 23,044,890
Student Enrollment		226,424	45,093	271,517
Total SROs Needed for 1:1,000 Students Ratio		267	94	362
Total Estimated Annual BCPS Cost		\$ 12,349,284	\$ 4,347,688	\$ 16,696,972
Estimated Municipal/BSO Cost		\$ 24,941,538	\$ 8,780,916	\$ 33,722,454
Total Estimated Annual Cost for All Agencies		\$ 37,290,822	\$ 13,128,604	\$ 50,419,426
Additional Estimated Cost for All Agencies		\$ 14,106,266	\$ 13,128,604	\$ 27,234,870



Security Personnel Categories

	Title	Assignment	Position Focus/Goal
1	Building Security Person	District	Make routine patrol of assigned facilities including buildings, parking lots, and equipment; check for security, vandalism, or casualty losses, and report all incidences to the appropriate Police or Fire Department
2	Campus Monitor	District/ School	Visually observe student behavior during campus hours on school property; Physically patrol and monitor all campus buildings and grounds; Report any safety or security problems to the administration
3	Console Viewer	District	To observe the alarm systems for security, fire or electrical problems, dispatching the police or fire departments when required, and assisting until the facilities are secure
4	Detective/SIU	District	Maintain the safety and security of District sites, students, staff, and vehicles, for The School Board of Broward County, Florida and ensure the integrity of District staff by reviewing, coordinating, investigating, and reporting current conditions and problems relating to the safety, security, and soundness of staff, students and facilities of the District
5	Security Specialist	District/ School	Investigate all incidents of negative conduct occurring on school property and coordinate investigative and prevention efforts with the Special Investigative Unit, School Resource Officer, Law Enforcement Departments, City Police Departments and other agencies, as appropriate, to maximize prevention and cessation of illegal and destructive activities



Security Personnel Positions

Title	District	Elem	Middle	High	Center	Comb	Total	Cost
Building Security Person	8	0	0	0	0	0	8	\$282,465
Campus Monitor	3	8	69	132	21	18	251	\$4,828,239
Console Viewer	6	0	0	0	0	0	6	\$314,657
Detective/SIU	17	0	0	0	0	0	17	\$1,174,028
Security Specialist	4	0	39	47	43	8	141	\$6,046,247
Totals:	38	8	108	179	64	26	423	\$12,645,636



BCPS Police Department

Staffing Considerations						
<u>Position</u>	<u>No.</u>	<u>Salary</u>	<u>Benefits</u>	<u>Total</u>		
Chief	1	\$ 119,838	\$ 29,179	\$ 149,017		
Major	2	\$ 119,838	\$ 29,179	\$ 298,035		
Sergeant	25	\$ 100,000	\$ 25,688	\$ 3,142,200		
Detective	20	\$ 90,000	\$ 23,928	\$ 2,278,560		
SRO	238	\$ 80,000	\$ 22,168	\$ 24,315,984		
Support Staff	25	\$ 45,000	\$ 16,008	\$ 1,525,200		
	311			\$ 31,708,996		
Initial Start-Up Costs						
Training & Equipment				\$ 6,220,000		
Vehicles				\$ 13,750,000		
Infrastructure				\$ 5,000,000		
			Subtotal Start-Up:	\$ 24,970,000		
			Total Salary and Start-Up:	\$ 56,678,996		



SMART Appropriations

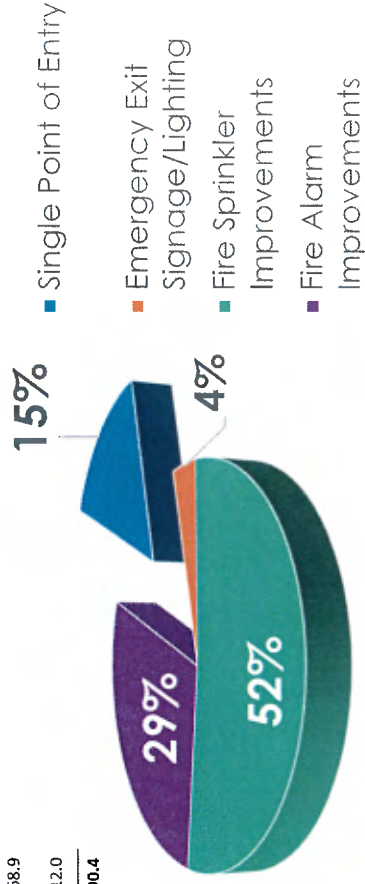
SMART Program (in millions)



	Program Year 1 (FY 2015)	Program Year 2 (FY 2016)	Program Year 3 (FY 2017)	Program Year 4 (FY 2018)	Program Year 5 (FY 2019)	Total
Safety	\$ 24.8	\$ 32.7	\$ 25.1	\$ 21.1	\$ 25.6	\$ 129.3
Music & Art	5.5	9.8	13.4	6.1	6.1	40.9
Athletics	1.8	1.8	1.8	0.9	1.0	7.3
Renovation	159.2	149.6	166.4	110.6	146.2	732.0
Technology						
Computers and Hardware - District owned Schools	30.5	23.8	14.6			68.9
Charter School Technology	12.0					12.0
Total	\$ 233.8	\$ 217.7	\$ 221.3	\$ 138.7	\$ 178.9	\$ 990.4

SMART Appropriations

15% ~ \$19.1 Million



SMART SAFETY APPROPRIATIONS

Single Point of Entry (SPE) Projects

Single Point of Entry (SPE) is a set of measures intended to augment and enhance existing safeguards at each campus by limiting access to one entrance through which visitors can enter the administration building during school hours. This is achieved through two Phases:

1. Fencing the perimeter of the campus to control site access and direct visitors to the administrative suite.
2. Providing one entrance at the administrative suite where visitors can check in with the administrative staff

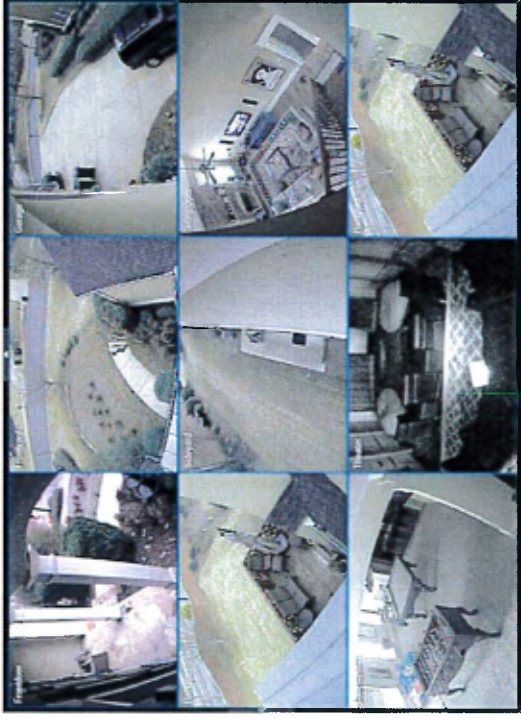


All SPE projects were previously expedited and are scheduled to be completed by the end of 2018.



SPE PROJECTS

Camera Surveillance Systems



Current Status:

- Multiple Video Surveillance Systems:
 - Seven different video surveillance systems across the district
- None of the systems interfaced with each other
- No central way of monitoring the systems to ensure they are functioning properly
- Vast majority of system were more than ten years old and do not meet a “current” standard for video surveillance



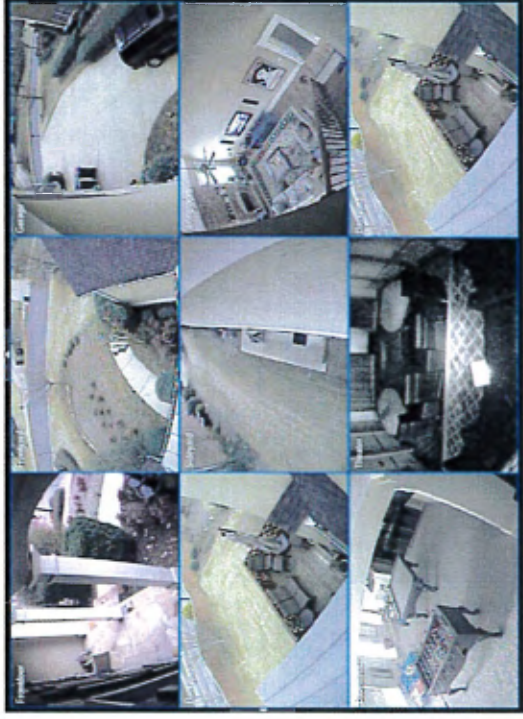
Camera Surveillance Systems

District Priority Recommendations			FY18 Amount
Need	Description		
A Maintenance of Athletic Facilities	Stadiums maintained in a safe and quality manner for special community school and athletic events, pools maintained at or above the county and federal standard for health and safety [in FY2018-19 will be part of the Maintenance Transfer]	\$	714,000
B Athletic Equipment	Athletic equipment replacement for gender equity, middle school/special centers, wrestling mats and track & field equipment [in FY2018-19 will be part of the Maintenance Transfer]		519,450
C Programming (Magnet)	Provide unique and thematic equipment that supports student instruction and activities at magnet schools - this equipment is not included in the standard operating funds allocated to schools		385,000
D Programming (Innovative Programs)	Provide unique and thematic equipment that supports student instruction and activities at innovative program schools - this equipment is not included in the standard operating funds allocated to schools		179,000 268,500
E Portable Transition	Disposition/demolition of 43 portables at 5 school sites, move 3 portables and provide covered walkways at Westglades Middle [in FY2018-19 will be part of the Maintenance Transfer]		891,600
F BECON Equipment	Replacement equipment and parts to repair and maintain BECON assets for continued operations. Includes BECON poles, video equipment at schools, WBEC broadcast transmitter (repack project) , and WKPX equipment		150,000
H Security Surveillance Project	Connect and standardize video surveillance equipment across District sites to allow for real-time monitoring, improve access to recorded media and reduce the time to repair malfunctioning equipment (FY18 Amount is half of \$700k annual payment for \$5M financed over 8 yrs)		346,000
I ERP/SAP Upgrade	Upgrade ERP/SAP systems to prevent the failure of critical business functions as well as be in compliance for maintenance agreements		4,500,000

School Board authorized \$5 Million in September of 2017 to upgrade camera surveillance systems across the entire District



Camera Surveillance Systems



Phase One Objectives:

- Standardize all schools and administrative sites on a single state of the art video surveillance system *(This does not include replacing existing cameras or adding new cameras)*
- Repair existing cameras that are not functioning and ensure the recording devices are working at each site
- **Phase One implementation will be complete by June 30, 2018.**
- Current Status – 95 sites complete

Phase Two Expectations:

- Work with each school to identify additional cameras needed to cover blind spots
- Continue to repair and/or replace existing cameras as needed to keep the systems functioning



SB 7026

Relevant Provisions:

- Establishment of the Marjory Stoneman Douglas High School Safety Commission to investigate the Marjory Stoneman Douglas High School shooting and prior mass shootings in Florida and develop recommendations for system improvements.
- Establishment of the Coach Aaron Feis Guardian Program - Permits a sheriff to allow school personnel to carry a firearm to aid in abatement of active incidents on school premises. A school guardian must complete 132 hours of comprehensive firearm safety and proficiency training, 12 hours of diversity training, pass a psychological evaluation, and initial drug test and subsequent random drug tests. The legislation provides that districts can choose to opt in and personnel that are strictly classroom teachers with no other responsibilities cannot participate, with specified exceptions.
- Requires each school board and superintendent to assign one or more safe-school officers at each school facility.
- Establishes nonrecurring funds to be competitively awarded to school districts for the purposes of enhancing school security.
- Creates the mental health assistance allocation to provide funding to assist schools in expanding mental health programs.



SB 7026 Appropriations

Bill Component	Total Appropriation	BCPS Appropriation
Coach Aaron Feis Guardian Program	\$ 67,000,000	-
School Resource Officers	\$ 97,000,000	\$ 8,065,199
School Hardening Grant	\$ 98,000,000	TBD
Mental Health Assistance	\$ 69,000,000	\$ 6,059,199
MSD Build 12 Replacement	\$ 25,000,000	\$ 25,000,000
MSD Memorial	\$ 1,000,000	\$ 1,000,000
“FortifyFL” Mobile App	\$ 400,000	-
DCF Mobile Crisis Teams	\$ 18,300,000	-
DCF Community Action Treatment Teams	\$ 9,800,000	-
MSD Public Safety Commission	\$ 1,000,000	-
Centralized Data Repository/Analytics	\$ 3,000,000	-
FLDOE Security Consultant (FSSAT)	\$ 1,000,000	-
Totals:	\$ 390,500,000	\$ 40,124,398



Florida Safe Schools Assessment Tool

Completed Assessments

- ✓ 2015 FSSAT – Approved on October 18, 2016
- ✓ 2016–2017 FSSAT – Approved on December 20, 2016
- ✓ 2017–2018 FSSAT – Approved on December 19, 2017










FSSAT is utilized to identify issues for a collaborative approach.



Security and Safety Drills

Emergency Codes

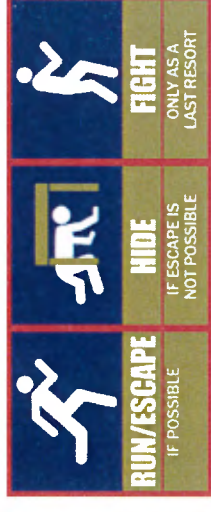
	Code Red - Threat/Incident to the facility - Lockdown
	Code Yellow - Threat/Activate SAFE Team - Lockdown
	Code Blue - Medical Emergency Activate SAFE Team
	Code Black - Bomb Threat
	Code Orange - Evacuate
	Code Green - All Clear
	Code Brown - Threat/Incident w/in the facility - Shelter-in-Place

- Each school has a SAFE Team and maintains a school safety plan. Safety plans are updated annually with SIU support
- Cross-trained all detectives to build capacity for the delivery of safety drills and plan development
- Enhanced the training lesson plan for the 17/18 school year and retrained SIU instructional staff
- Table top exercises and drills conducted to evaluate and improve safety plans
- SIU engaged departments for safety planning and preparedness

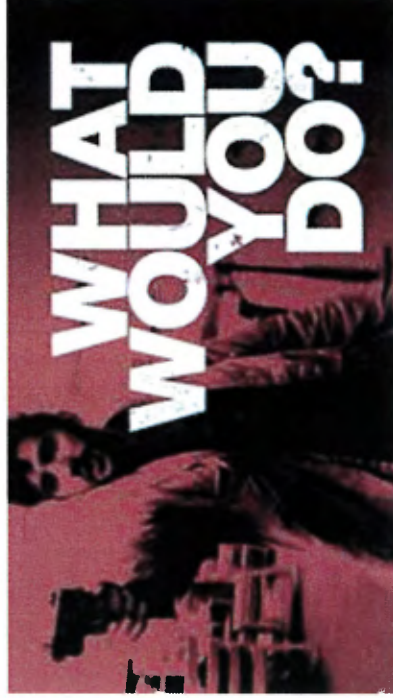


Active Shooter Training

- Completing Active Shooter Program awareness training for elementary schools in 17/18 school year
- Enhanced awareness training in conjunction with annual Code Red training
- Over 190 county law enforcement officer instructors
- All SIU detectives are instructors and liaisons



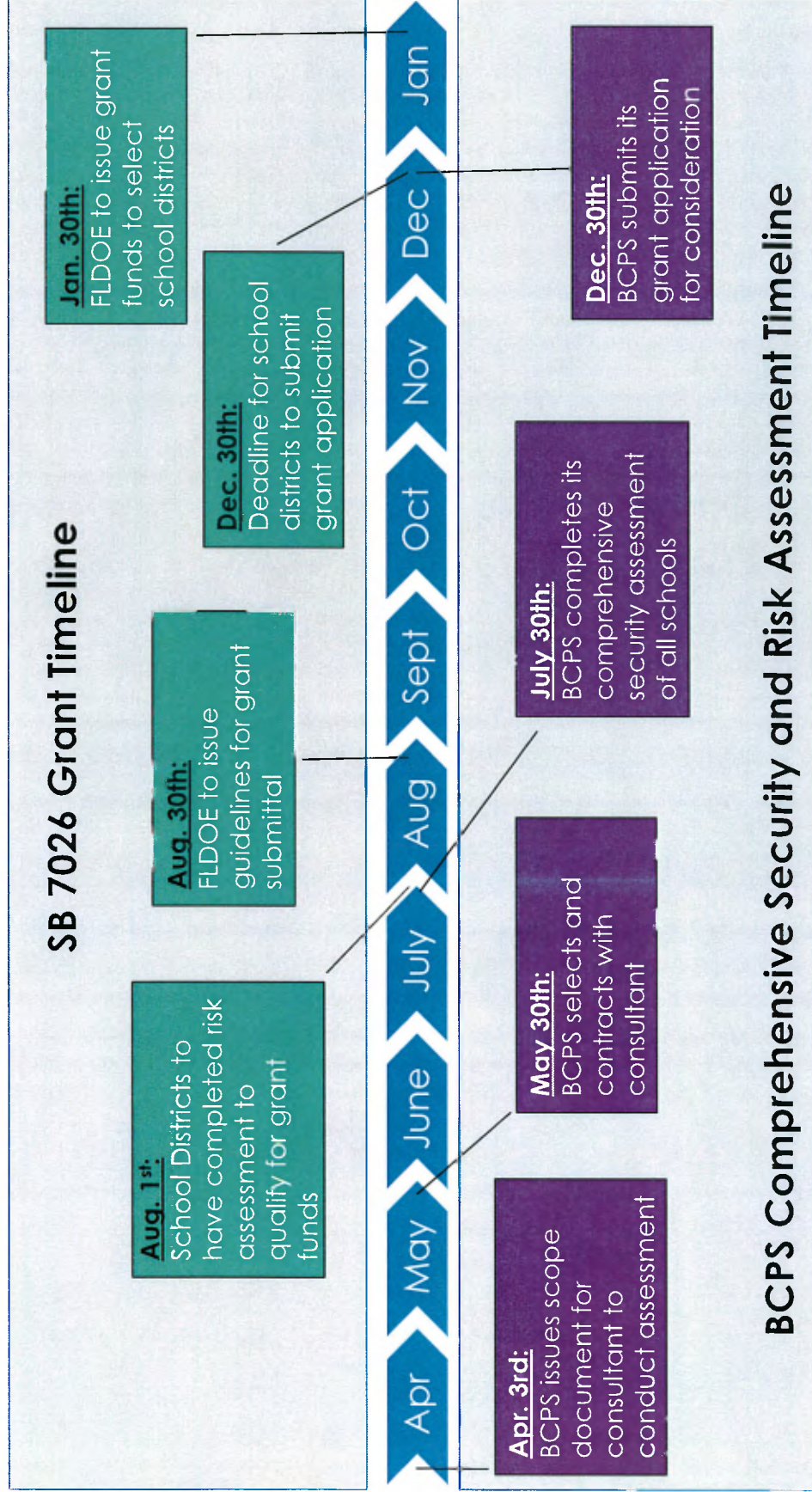
- Working group developing lesson plan for future AS/code red training considerations



- Developed an active shooter awareness video for all district personnel to enhance their planning and preparedness
- <http://brainshark.com/browardschools/shooter>
- Collaborating with Risk Management and Chief Fire Official for other emergency preparedness projects, training and general awareness



SB 7026 Grant Resources



BEHAVIOR INTERVENTION & TRANSITIONAL SERVICES FOR AT- RISK YOUTH



Guiding Statutes & Policies

State Statutes

- School Environmental Safety Incident Reporting (SESIR)
- FSS 1006.13 (2013) Zero Tolerance for Crime and Victimization
- FSS 1003.52-Educational Services in Department for Juvenile Justice Programs
- FSS 985.618-Education and Career-related Programs in Department of Juvenile Justice Programs
- FSS 1003.53 Dropout Prevention & Academic Intervention
- Florida Title I Part D - Delinquent & Neglected Services
- FSS 985.046 – Interagency Information Sharing

Local Policies and Agreements

- Policy 5.8 & 5006 - Code of Student Conduct
- Collaborative Agreement of School Discipline (PROMISE)
 - Interagency Agreements:
 - ✓ State Attorney's Office
 - ✓ Public Defender's Office
 - ✓ Juvenile Assessment Center
 - ✓ Division of Juvenile Justice
 - ✓ School Resource Officer
 - ✓ Childnet
 - ✓ DCF
 - ✓ Broward Behavior Health Coalition



SESIR Codes and Definitions

sesirooster.pdf

file:///C:/Users/P80026-1/AppData/Local/Temp/sesirooster.pdf

School Environmental Safety Incident Reporting

SESIR Codes and Definitions The following SESIR definitions were developed to enable school districts to correctly code data used to report incidents that are against the law or represent serious breaches of the code of student conduct. This includes those incidents considered severe enough to require the involvement of a School Resource Officer (SRO) or incidents to be "Reported to Law Enforcement." The following definitions are not meant to match the Uniform Crime Report, nor are they intended to be an additional reporting system for law enforcement. When interpreting student behavior for SESIR reporting, consideration should be given to both developmental age-appropriate behavior and to those students with an Individual Educational Plan (IEP) or a 504 Plan.

INCIDENTS THAT **MUST BE REPORTED TO SESIR AND **ARE EXPECTED** TO INCLUDE CONSULTATION WITH LAW ENFORCEMENT**

ALCOHOL (ALC)-LEVEL IV
(possession, use, or sale) Possession, sale, purchase, or use of alcoholic beverages. Use means the person is caught in the act of using, admits to use or is discovered to have used in the course of an investigation.

♦ ARSON (ARS)- LEVEL I
(intentionally setting a fire on school property) To damage or cause to be damaged, by fire or explosion, any dwelling, structure, or conveyance, whether occupied or not, or its contents.

*** BATTERY (BAT)- LEVEL I**
(physical attack/harm) The physical use of force or violence by an individual against another. The attack must be serious enough to warrant consulting law enforcement and result in more serious bodily injury. (To distinguish from Fighting, report an incident as Battery only when the force or violence is carried out against a person who is not fighting back.)

♦ BREAKING AND ENTERING/BURGLARY (BRK)- LEVEL II
(illegal entry into a facility) Unlawful entry with force, or unauthorized presence in a building or other structure or conveyance with evidence of the intent to damage or remove property or harm a person(s).

♦ DISRUPTION ON CAMPUS-MAJOR (DOC)- LEVEL III
(major disruption of all or a significant portion of campus activities, school-sponsored events, and school bus transportation) Disruptive behavior that poses a serious threat to the learning

INCIDENTS THAT **MUST BE REPORTED TO SESIR BUT **MAY NOT** NEED TO INCLUDE CONSULTATION WITH LAW ENFORCEMENT**

♦ BULLYING (BUL)- LEVEL IV
(intimidating behaviors) Systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees that is severe or pervasive enough to create an intimidating, hostile, or offensive environment; or unreasonably interfere with the individual's school performance or participation.

♦ FIGHTING (FIT)- LEVEL III
(mutual combat, mutual altercation) When two or more persons mutually participate in use of force or physical violence that requires either 1) physical restraint or 2) results in injury requiring first aid or medical attention. (Do not report to SESIR lower level fights such as pushing, shoving, or altercations that stop upon verbal command. Use local codes.)

♦ HARASSMENT (HAR)- LEVEL IV
(insulting behaviors) Any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct that 1) places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property, 2) has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or 3) has the effect of substantially disrupting the orderly operation of a school including any course of conduct directed at a specific person that causes substantial emotional distress in such a person and serves no legitimate purpose.

♦ SEXUAL HARASSMENT (SXH)- LEVEL III



Zero Tolerance for Crime and Victimization

- (4) (a) Each district school board shall enter into agreements with the county sheriff's office and local police department specifying guidelines for ensuring that acts that pose a serious threat to school safety, whether committed by a student or adult, are reported to a law enforcement agency.
- (b) The agreements must include the role of school resource officers, if applicable, in handling reported incidents, circumstances in which school officials may handle incidents without filing a report with a law enforcement agency, and a procedure for ensuring that school personnel properly report appropriate delinquent acts and crimes.
- (c) Zero-tolerance policies do not require the reporting of petty acts of misconduct and misdemeanors to a law enforcement agency, including, but not limited to, disorderly conduct, disrupting a school function, simple assault or battery, affray, theft of less than \$300, trespassing, and vandalism of less than \$1,000.



Collaborative Agreement on School Discipline

- Establishes guidelines and processes for handling non-violent, misdemeanor offenses on school campuses to eliminate the school to prison pipeline. It outlines for school personnel when it is necessary to involve law enforcement and when non-violent offenses can be handled through school resources and intervention programs, such as the PROMISE program.
- The District partnered with numerous agencies and community leaders to develop the Collaborative Agreement on School Discipline. Among the District's partners: local law enforcement, Division of Juvenile Justice, NAACP, The Advancement Project, Public Defenders Office, State Attorney's Office, State Representatives, Juvenile Court System, Teachers Union, Children's Services Council, local universities, parent affiliate groups, district advisory groups and others.



Responding to Misbehavior

- Interventions and consequences for student misbehavior are outlined in the School Board approved Code of Student Conduct / Discipline Matrix.
 - Age-appropriate Interventions
 - Suspensions
 - Expulsions
- Discipline Matrix outlines when consultation with law enforcement should arise, per SESIR Guidelines.
- **School administration** is the primary source of application of intervention and disciplinary consequences for misbehavior.
- **Law enforcement** is the primary source of intervention in matters related to school security and safety.



PROMISE



PROMISE PROGRAM

What is PROMISE?

PROMISE (Preventing Recidivism through Opportunities, Mentoring, Interventions, Support and Education)

- ✓ **Intervention program** designed to address the unique needs of students (Grades K-12)
- ✓ Discipline reform efforts for **non-violent offenses**.
- ✓ Emphasizes intervention and prevention.
- ✓ Students receive behavioral supports, counseling and mentoring in an environment focused on helping them make better choices.
- ✓ Extended behavioral supports upon return to school.
- ✓ System for addressing victims' rights as part of a restorative justice process.
- ✓ Referrals to the **Juvenile Justice system** for students and families who do not comply with and complete the PROMISE program.
- ✓ Specific School Board policies delineating the **non-violent, misdemeanor types of infractions** that are eligible for the PROMISE program.



What is PROMISE?

- Assignment to the PROMISE program is **no more than** 10 days per incident
- 13 specific PROMISE eligible behaviors are as follows:
 - ✓ Disruption on Campus – Major
 - ✓ Trespassing
 - ✓ Alcohol – Use/Possession/Under the Influence
 - ✓ Alcohol – Sale/Attempted Sale/Transmittal
 - ✓ Drug - Use/Possession/Under the Influence (Marijuana - other than sale or felony)
 - ✓ Drug Paraphernalia
 - ✓ Fighting – Mutual Combat
 - ✓ False Accusation Against School Staff
 - ✓ Assault/Threat (no harm or injury)
 - ✓ Theft – Petty (< \$ 300)
 - ✓ Vandalism / Damage to Property (< \$ 1,000)
 - ✓ Bullying
 - ✓ Harassment



Behavior Intervention Center



Behavior Intervention Referrals

- **Traditional**
 - ✓ Non responsive to school-based tiered behavior intervention
 - ✓ Repeated behavioral infractions
- **Transitional**
 - ✓ Returning from confinement or residential treatment
 - ✓ Unsuccessful adjustment to traditional school; possible consideration for return to center
- **Special Circumstances**
 - ✓ Event related
 - ✓ Case-by-case consideration



BI Referral Process

- Letter from principal/designee outlining the reasons for this request, delineating all school-based interventions, and including any other pertinent information.
- Most recent Psychosocial evaluation (required K-12)
- Most recent Psychological evaluation (required K-5; required 6-12 only if recommended by School-Based Committee)
- Eligibility Form if an evaluation was completed. All reports must be staffed prior to submission.
- School-Based Committee Recommendation Form (required 6-12 for Regular Education and Gifted Students only)
- Copy of the Positive Behavioral Intervention Plan (PBIP) based on a Functional Behavioral Assessment (FBA)
- For an *ESE student, in addition to the above, the following is required: A copy of the current IEP , Letter from ESE Director or designee regarding IEP implementation
- Record of Outside Agency Involvement if applicable
- Current updated TERMS Panels

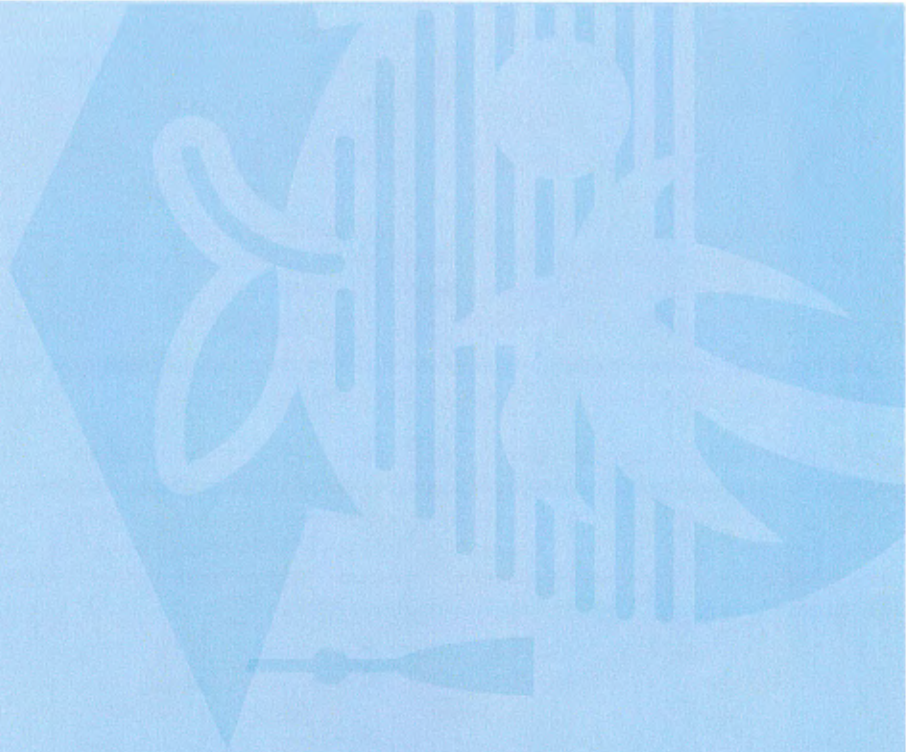


BI Program Benefits

- Long-Term intervention
- Smaller structured environment
- Intensive clinical behavior support
- Behavior modification strategies
- Individual therapeutic services
- Ongoing measure of student behavior health and social emotional development
- Release contingent on student ability to self regulate behavior and significant reductions in behavioral infractions
- Transition plan upon release with receiving school



DJJ Transition Program



State of Florida Title I – Part D

- Educational Achievement of students in Neglected, Delinquent and At-risk programs is the responsibility of LEA.
- Effective transition of students to and from delinquent institutions.
- Dropout Prevention efforts for students in danger of not completing high school.
- Educator Quality Goal of ensuring that students in neglected, delinquent and at-risk programs receive quality instruction from teachers who are as good as or better than those in traditional school settings.



Transition of DJJ Involved Youth

- For the purpose of transition planning and reentry services, representatives from the school district and the one-stop center where the student will return shall participate as a member of the local Department of Juvenile Justice reentry teams.
- The school district, upon return of a student from juvenile justice education program, must consider the individual needs and circumstances of the student and the transition plan recommendation when reenrolling a student in a public school.
- A local school district may not maintain a standardized policy for all students returning from a juvenile justice program but place students based on their needs and their performance in the juvenile justice education program, including any virtual education options.



Transition of DJJ Involved Youth

- It is the finding of the Legislature that the educational and career-related programs of the Department of Juvenile Justice are uniquely different from other programs operated or conducted by other departments in that it is essential to the state that these programs provide juveniles with useful information and activities that can lead to meaningful employment after release in order to assist in reducing the return of juveniles to the system.



Transition of DJJ Involved Youth

- Dropout prevention and academic intervention programs may differ from traditional educational programs and schools in scheduling, administrative structure, philosophy, curriculum, or setting and shall employ alternative teaching methodologies, curricula, learning activities, and diagnostic and assessment procedures in order to meet the needs, interests, abilities, and talents of eligible students.
- The educational program shall provide curricula, character development and law education, and related services that support the program goals and lead to improved performance in the areas of academic achievement, attendance, and discipline. Student participation in such programs shall be voluntary. District school boards may, however, assign students to a program for disruptive students.



DJJ Transition Services

Transition In

- Pre-Disposition Services - 17th Judicial Circuit
- Community Re-Entry Team Staffing - DJJ
- Interagency Review Team Staffing
- Detention Review Staffing
- Diversion Coalition Workgroup

Transition Out

- School District Delinquency Court Transition Support Plan
- School District Dependency Court Transition Support Plan
- Behavioral Intervention Committee Placement Consideration
- Mainstreaming Education College & Career Advancement (MECCA)
- Restorative Justice Referral
- Title I Part D – (Delinquent and Neglected) Funded Supplemental Academic Resources



Individuals with Disabilities Education Act 2004 (IDEA)

- **The IDEA governs how states and public agencies provide early intervention, special education, and related services to children with disabilities.**
- Any change of placement for a student eligible for special education services under IDEA must be agreed upon by the Individualized Education Plan (IEP) committee.
- Students With Disabilities (SWD) cannot be suspended or expelled from school for more than 10 days per year without the provision of a *Free Appropriate Public Education (FAPE)*.
- A *Manifestation Determination* must be made within 10 days of any decision to change a child's educational placement for disciplinary reasons for more than 10 school days.



A Manifestation Determination Considers:

1. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability.
 2. If the conduct in question was the direct result of the school district's failure to implement the IEP.
 3. If either is applicable, the conduct shall be determined to be a manifestation of the child's disability.
- If conduct IS a manifestation of the disability:
 - ✓ Conduct a **FBA** (if the existing FBA does not provide sufficient information) and develop/implement a **PBIP**.
 - ✓ Review and modify the existing **PBIP** if necessary to address the behavior.
 - ✓ Review and revise the IEP if needed.
 - ✓ Return the student to the last agreed upon placement OR In cases when a change of placement is being considered for disciplinary reasons (such as for an expellable offense), the students placement cannot be changed unless the parent and school district agree.
 - If conduct IS NOT a manifestation of the disability:
 - ✓ Apply relevant disciplinary procedures in the same manner and for the same duration as to students without disabilities. **However**, the student will continue to have the provision of FAPE.
 - ✓ IEP/504 Team determines extent to which services are needed to enable the student to continue to participate in the general ed curriculum and progress toward meeting IEP/504 goals while receiving FAPE.



Authority and Monitoring

Federal

- U.S. Department of Education
- U.S. Department of Civil Rights

State & Local

- Florida Department of Education
- State Board of Education
- School Board of Broward County, Florida

Advocacy

- American Civil Liberties Union
- National Association for the Advancement of Colored People
- Human Rights Campaign
- Southern Poverty Law Center

Advisory

- Discipline Committee (4)
- Multiple District Advisory Groups



March 12, 2018
Broward County Schools
Superintendent Robert Runcie
600 S.E. Third Avenue
Fort Lauderdale, FL 33301-3125

Re: Placement in Alternative Learning Settings after Removal of Students

Dear Superintendent Robert Runcie and members of the Broward County School Board:

We are troubled by the continued trend of removing at-risk students from regular public schools. Excluding students from their schools increases their risk of arrest and decreases their chances of graduation. While the public knows this practice generally as expulsion, our schools are relying on less formal approaches, including pressuring families to voluntarily transfer their students or unilaterally transferring students to an alternative school under the title "alternative placement" or "disciplinary reassignment."



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Michelle Mason
Alternative Justice Paker
Co-Director

Whatever the label, we remind you that every child in Florida has a constitutional right to a high quality public school education and any effort to deny that right requires due process. After all, "a sentence of banishment from the local educational system is, insofar as the institution has power to act, the extreme penalty; the ultimate punishment. . . . Stripping a child of access to educational opportunity is a life sentence to second-rate citizenship."¹

Last year, Florida's Department of Education reported that 7,078 students were disciplined by Placement in Alternative Education Settings,² which the department describes as "Student is removed from the school for an offense, i.e., disobedient, disrespectful, violent, abusive, uncontrollable or disruptive behavior, not expelled, and placed in an alternative educational setting."³

Your district reported 443 such placements, at a rate of about 2 placements per 1,000 students in your district, compared to the state average of 3 placements per 1,000 students. Some school districts have been using this category to prevent students from attending their regular schools without giving students the ability to challenge such decisions.

Florida court affirm students' due process rights in reassignment decisions.

In December, Florida's First District Court of Appeals ruled that students removed from their regular schools in the guise of "alternative" or "disciplinary" placement have the right to the due process protections provided by Florida's Administrative Procedures Act (APA). The court outlined the only statutory mechanisms "to deprive a student of his or her constitutional right to an education in a traditional school and remove the student from the classroom": (1) in-school suspension, (2) out-of-school suspension, (3) expulsion and (4) assignment to a dropout prevention or academic intervention program. While brief suspensions are excluded from the



APA, school districts must comply with the APA in decisions to expel students or assign them to dropout prevention or academic intervention programs.

Where the Legislature has determined that expulsions and involuntary assignments to dropout prevention and academic intervention programs do require the procedural protections of the APA, it is logical to further conclude that "disciplinary reassignments" that are factually indistinguishable on the face of the complaint from expulsion and involuntary assignment to dropout prevention and academic intervention programs should also fall within the purview of the APA.

We urge you to revisit your disciplinary procedures to ensure they are in compliance with these requirements. Decisions to exclude students through expulsion or reassignment must be appealable, and students must be given the opportunity to hear all the evidence against them, examine witnesses against them and call their own witnesses. The opinion by the Florida's First District is binding on all trial level courts in our state.

Racial disparities must be examined and addressed.

We also note that, statewide during school year 2015-16, black students were 2.5 times as likely as white students to be subjected to the practice - a disparity that mirrors the state's racial disparity in exclusionary discipline generally. In your district, black students were 4.2 times as likely to be placed in an alternative setting than their white peers. Such disparities should give you pause given that discriminatory administration of student discipline based on factors like race are prohibited under federal law. We encourage you to assess your disciplinary procedures and their practical impact and examine any mandatory policies or decision points that could contribute to this disparity. Encouraging students and their families to fully participate in the APA process will also ensure your process is formalized and includes proper record keeping to further reduce the risk of inequity.

Isolating and excluding our most troubled students is counterproductive and harmful.

We appreciate the burden you bear to provide a safe, productive learning environment for all our students. We recognize that, in the aftermath of the Parkland tragedy, the weight of this burden may lead to well-intentioned policies and practices with unintended consequences for our youth. Due to the relentless spirit of the Stoneman Douglas students, you have an opportunity to invest in child-focused, trauma-informed interventions. We ask that in building a safe, productive learning environment, you focus on helping students develop the executive functioning skills they will need to navigate life's hurdles and resist exclusionary practices or reliance on law enforcement for discipline. Programming that furthers both goals of school safety and student development without exclusion or criminalization does exist. Restorative practices can build community and use conflict as learning experiences.

Studies tell us that exclusionary discipline, whatever name it is executed under, results in reduced chances of graduation and increased chances of future arrest. It is in all of our best interests to limit the use of exclusionary discipline as much as possible. In the rare circumstance where it



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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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Robert W. Runcie, Superintendent of Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

