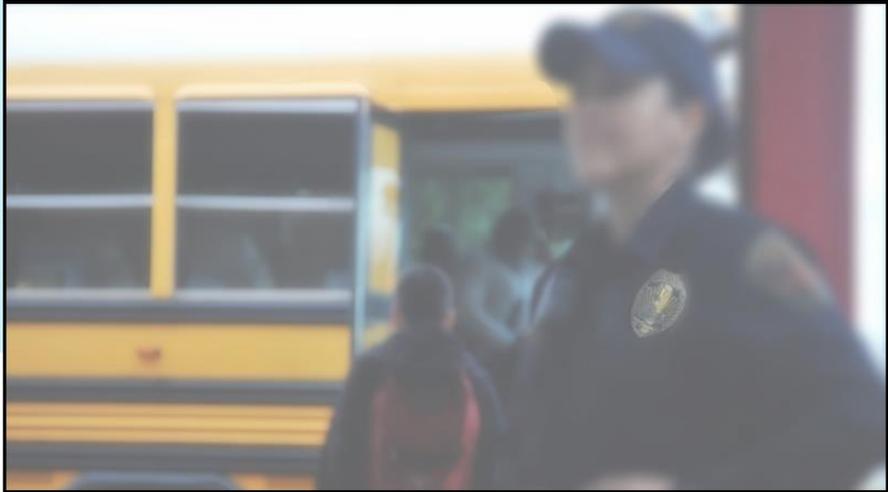


WYOMING SCHOOL-JUSTICE COLLABORATIVE

August 2018



**Model Memorandum of Understanding Between
School Districts
&
Law Enforcement Agencies**

Prepared by Wyoming Children's Law Center, Inc.

Prepared by a Committee of Law Enforcement, School Administrators and allied Professionals convened by the Wyoming Children's Law Center, Inc. with the financial support of the Wyoming Community Foundation

A special Thanks to the members of the committee:

Professor Adrienne Freng, UW Criminal Justice
Dale Stalder, City of Laramie Police Chief
Peggy Trent, Albany County Attorney
Jo Ann Numoto, Wyoming Department of Education
Ken Decaria, WEA
Craig Williams, WYAA
Captain Mike Sorenson, Laramie County Sheriff
Linda Barton, WYAA
Bill Morse, DC

Table of Contents

Introduction	4
Sample Agreement.....	7
1. Payment:.....	8
2. Responsibilities of Law Enforcement Agency:	9
3. Duties of SRO:.....	10
4. SRO Activities:.....	13
5. Responsibilities of School District.....	14
6. Mutual Responsibilities	15
7. Confidentiality and Information Sharing	19
8. Community Participation and Access:	20
9. Complaints:	21
10. Alternative Partners:	22
Appendix A.....	23
Confidentiality Laws.....	23
Appendix B	33
Recommended Areas of Training	33
Appendix C	35
Sample of Permission for Release	35
Appendix D.....	36
Sample of Record of Access Card	36
Appendix E	37
Sample of Positive Youth Justice Process from Albany County	37
Appendix F	38
NASRO Position Statement on Police Involvement in Student Discipline.....	38
Appendix G.....	40
Additional Resources:	40

INTRODUCTION

Many schools across the nation now use School Resource Officers (SROs) to promote a safe and positive environment for the school community. The relationship between the school and law enforcement in these situations is complex. To minimize the risk of conflicts arising about roles and responsibilities, every School District that routinely uses a law enforcement officer within the school setting should have a clear Memorandum of Understanding (MOU) to define this partnership.ⁱ

An MOU is typically a collaborative agreement made between a School District and the Law Enforcement Agency having primary jurisdiction in the School District to define the respective roles and responsibilities for SROs. Even when there are no SROs in the school, an MOU can still be an effective method of clarifying roles and establishing a sustainable partnership between a School District and the law enforcement agency that has jurisdiction in the District.

However, an MOU can also be a more complex multilateral agreement among several parties to express a common vision and line of action in situations with the potential for involving law enforcement within the school AND other youth justice processes that involve the District students. This multi-party collaboration is often called a School-Justice Partnership. MOUs' in the context of a school-justice collaborative can represent a collective commitment among schools, law enforcement, prosecutors, courts and other relevant agencies, to adhere to specific principles, processes and share responsibilities for the collaborative' s parties.ⁱⁱ

To develop an effective and comprehensive MOU, stakeholders should specifically define the roles and responsibilities of each involved party, clearly identify the circumstances when each party has some responsibility, as well as defining areas of shared responsibility. This helps to ensure that the federal and state regulatory requirements are met, and constitutional or statutory civil rights are protected.ⁱⁱⁱ As a policy instrument, the MOU can also outline processes or procedures that help both parties work together more effectively. It should be developed with the understanding that it is a living document that needs regular review and revisions as changes in goals and dynamics require adaptability to sustain an effective collaborative. Each community is unique, and the MOU should reflect the site's specific needs and resources. However, there are several elements that effective MOUs' should address:

- **PURPOSE:** Express a clear vision with goals, responsibilities, objectives and activities related and law enforcement’s role within the school setting.
- **RESOURCES:** Detail the allocation of funds, time and space, to support key areas of the collaborative.
- **ROLES & RESPONSIBILITIES:** Delineate the roles and responsibilities for each party involved, including school districts and law enforcement agencies. At a minimum, this should include a description of the basic law enforcement practices that may occur in the school and the parties’ understandings about how they will be carried out by each party. *In some districts partnerships may include county attorneys and other community organizations.*
- **DELINEATE SCHOOL DISCIPLINE VS. CRIMINAL BEHAVIORS:** The MOU should clearly state the agreements or protocols that each party will use in response to various youth behaviors occurring within the school. This helps ensure that normal adolescent behaviors, and behaviors that are a manifestation of a student’s disability are not inappropriately criminalized, and that they are effectively addressed without involving or referring the matter to law enforcement unless school safety is at risk or reporting is required by law. *(For example, if the school calls law enforcement the school is responsible for informing the officer when the student has an IEP and needs accommodations for a disability.)*
- **INFORMATION SHARING:** Develop specific guidelines for the sharing of confidential information in accordance with the various laws related to confidentiality.
- **REGULAR REVIEW:** Planning to convene on a regular basis for continuous review and monitoring of process and outcomes. This typically should be reviewed annually.

A Sample MOU is attached. It includes some optional best practice recommendations, such as minimum training requirements.

[Commentary and guidance is in italics.]

We recommend reviewing and incorporating the Objective Criteria established by the local County Attorney to help ensure that school and law enforcement processes are consistent with prosecution practices, perceived as fair, and free of bias or disproportionate responses.

SAMPLE AGREEMENT

MEMORANDUM OF UNDERSTANDING BETWEEN [insert Law Enforcement Agency name], AND [insert School District name], FOR [SCHOOL RESOURCE OFFICER PROGRAM or SCHOOL-JUSTICE PARTNERSHIP]

Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made by and between _____ [school district name] (hereinafter referred to as [School District]), _____ [name of Law Enforcement Agency(ices)] (hereinafter referred to as [Law Enforcement Agency]),

Purpose. *The most critical distinctions that should be included in the MOU is a clear definition of the purpose of the document to define the roles of law enforcement and the school regarding the separation of their respective duties and when/whether they will include circumstances where school personnel are acting “as an agent of law enforcement.” [NASRO has produced a short primer to help understand this legal issue.]^v With proper training and identification of responsibilities, SRO’s can play an important role in ensuring student safety and fostering a positive school climate. SRO program MOUs between school personnel and police departments should also strive to create a shared vision to reduce justice-system involvement of students by bridging the gap across cultures and aligning school philosophies with an SRO’s’ purpose to promote safety and an environment that facilitates learning.’*

The purpose of this MOU is to establish the terms, conditions and expectations under which the Law Enforcement Agency will assign # law enforcement officer(s) to serve as School Resource Officer(s) (hereinafter referred to as “SRO”) within the School District. The intent is to establish a clear understanding of roles and responsibilities between the parties, which are designed to enhance school safety and provide a positive law enforcement presence in the school community; and not to involve law enforcement in routine school discipline matters or increase youth referrals to the Juvenile Justice System. Specifically, _____ [consider and define how the most common types of student behaviors will be handled and which potentially criminal behaviors will be referred to law enforcement.]

The parties recognize that the ultimate goal of the MOU is to establish and maintain a safe and positive school environment that will allow students to learn from mistakes and grow into healthy, productive adults without criminalizing typical adolescent behaviors. It is further the goal of the School District that the MOU terms be administered in such a way as to keep students within the classroom setting to the greatest extent practicable and that wherever possible, school-based infractions be addressed using non-punitive interventions that teach appropriate behaviors, improve school safety and academic performance and minimize, exclusionary measures, citations, or arrests. The parties also seek to prevent referrals to law enforcement or school discipline for behaviors that are caused by or related to the student's disability or past trauma.

Terms of MOU. The term of this agreement is for the academic school year of 20__/20__ commencing on the effective date through August 31, 20__.
[This section may describe renewal provisions to help the parties clarify how the agreement will renew from year to year or end if a new contract is not in place at the end of the term.] The terms of the MOU are as follows:

1. Payment: Cost related to this agreement shall be paid as follows: *[One of the most common purposes of this type of agreement is to address which parties will be responsible for the SRO's salary and related costs. In most MOUs, the School District pays the Law Enforcement Agency a specified amount per academic year and the SRO is a law enforcement officer employed and supervised by the Law Enforcement Agency, not the School District. Most MOUs clearly state that the SRO is not an employee of the School District for any purpose, including and not limited to the Wyoming Governmental Claims Act. However, the MOU should also clearly address the manner in which the School District has input in the selection and supervision of the SRO and a mechanism for raising concerns about how SROs perform their duties within the school setting.]*

1.01 District shall pay to the Law Enforcement Agency the amount of _____ for the school year 20__-20__ *[and during each Renewal Term,]* subject to ongoing appropriation of said amount as provided herein, for the SRO services described in this MOU.

1.02 Law Enforcement shall be responsible for all costs in excess of the District's payment for SRO services hereunder. Nothing herein, including

School District payments, reporting requirements, and close cooperation between officers and the School District shall be deemed to make any SRO an employee of the School District for any purpose, including but not limited to the Wyoming Governmental Claims Act.

1.03 District shall have the right to provide input [*participate in the interview*] on the selection of the School Resource Officer(s) assigned to work within the District.

1.04 Other financial responsibilities ... [*Such as required training or educational materials provided, which party is obligated to pay for items and whose property the item becomes at the end of the contract.*]

2. Responsibilities of Law Enforcement Agency: The Law Enforcement Agency shall be responsible for the following: [*As discussed earlier, the contractual responsibilities of the Law Enforcement Agency should be clearly defined. Typical terms address the process for hiring/assigning the SRO (involving school representatives in this selection process is considered best-practice the duties) supervision, and training of the assigned SROs and the responsibilities of each party for providing necessary equipment, work space and managing communications.*]

2.01 Law Enforcement Agency shall provide ____ [*number*] fully trained and certified Peace Officers assigned to _____ [*District school(s)*] as SRO for the entire 20__/20__ school year [*and the entire school year of any Renewal Term*].

2.02 Each SRO shall be an employee of the Law Enforcement Agency and said Law Enforcement Agency shall have the right to remove any Peace Officer appointed to serve as SRO. Law Enforcement Agency shall determine which Peace Officers are assigned as SROs in consultation with a representative from School District, whose input must be considered in the selection process.

2.03 The SRO(s), or any Peace Officer of the Law Enforcement Agency assigned and performing duties pursuant to this MOU are subject to the direction and control of Law Enforcement Agency. Nothing in this MOU shall be interpreted to authorize any SRO or Peace Officer of the Law Enforcement Agency to exercise power that the Law Enforcement Agency is not authorized to exercise. Specifically, SROs are prohibited from

participating in school disciplinary processes or requesting that school officials search a student or his/her belongings if the SRO does not have a legally sufficient basis for conducting such a search.

2.04 Law Enforcement Agency shall be responsible for providing SRO with the necessary law enforcement related equipment, including a police vehicle.

2.05 Law Enforcement Agency shall be responsible for ensuring that the SRO receives specialized training within ____ months of assignment, as further described in section 6.02, in collaboration with the School District.

3. Duties of SRO: The SRO duties include all Peace Officer duties of the Law Enforcement Agency and the following additional duties: *[The SRO's responsibilities within the school setting need to be well thought out to balance the legal system with school discipline and the rights of students. SROs shall be made aware of policies set forth from the School District and County Attorney. SROs should work toward a safe, healthy and productive learning environment for students and act as a role model for students. This can be done through strategic discussions to support prevention efforts. However, their primary role is that of a police officer. SRO's primary duties focus on law enforcement and security. This includes, but is not limited to, how possible criminal acts are investigated on school grounds, when and how students are interviewed, searches and seizures related to criminal investigations, issuing a summons or ticket and, if unavoidable, physical restraint or arrest. MOUs' often delineate the chain of command within a school setting such as notifying a parent and designee within the school prior to questioning, searching, ticketing or arresting a student within reason of the circumstances of the situation. They should not be involved in school discipline matters. This section provides examples of such provisions to clearly delineate the role.]*

3.01 The SRO shall provide law enforcement and school security services to School District consistent with training and Law Enforcement Agency policy to help promote the safety and welfare of the students and employees as follows:

3.01.01. The SRO shall act swiftly and cooperatively with School District personnel in responding to criminal activities on or adjacent to School District property involving students, School District personnel or the public.

3.01.02. The SRO shall help to protect the lives and property of students, employees and the School District on or adjacent to School District property.

3.01.03. The SRO should not be involved in school discipline processes for typical adolescent behaviors occurring within the school unless school safety is at risk or reporting is required by law.

3.02 SRO involvement with students with disabilities shall be in accordance with the Americans with Disabilities Act and provide reasonable accommodations for disabilities if known or when communicated to the SRO by School District staff as contained in a student's 504 Plan, the student's Individualized Education Program (IEP) or a Behavior Intervention Plan.

3.03 The SRO shall be made aware of the school's policies on crisis intervention and shall assist or intervene only when appropriate.

3.04 The SRO will become familiar with other resources and agencies in the community that can be used as resources for District students. Below are examples to consider including:

3.04.01. *Department of Family Services*

3.04.02. *School District Office of Special Services*

3.04.03. *Community Mental Health Programs*

3.04.04. *Youth Crisis Services*

3.04.05. *Homeless Youth shelters*

3.04.06. *Food Pantries and other critical resources*

3.05 SRO shall follow these conditions for interviewing students suspected of criminal activity at school:

3.05.01. Questioning a student at school about subjects that may result in criminal consequences or may identify them as a victim of a crime shall be reserved for circumstances that constitutes a serious and immediate threat to an individual within the school community. Precautions will be taken to ensure that the broader school community is not made aware of this activity. Notice of such questioning shall be given to a principal or designee in advance.

3.05.02. If the student to be questioned is under the age of 18, the

student's parent or guardian must be notified prior to questioning, unless there are exigent circumstances. *Such circumstances could include urgent health safety emergency; or if officer believes that notifying the parents or guardian will jeopardize the investigation.*

3.05.03. If there are exigent circumstances that prevent prior parental notification, parent shall be notified as soon as reasonably possible.

3.06 Absent exigent circumstances, a principal or designee shall be consulted before the SRO conducts a search on a student's person, possessions, or locker to allow time to express any concerns about the reasonableness of the search and to notify parents.

3.07 The SRO may conduct a search at school of a student's person, possessions, or locker without notice to school personnel or parents only when there is probable cause that a crime has been committed. SROs will make a reasonable effort to reduce the stigmatizing event of the search for the student.

3.08 The SRO shall not request that school officials conduct a search of a student's person, possessions, or locker to evade the probable cause standard required of law enforcement.

3.09 The SRO in his or her official capacity on school grounds, in a school vehicle, or at a school activity or sanctioned event, who issues a summons, ticket, or other notice requiring the appearance of a student in court or at a police station for an offense allegedly committed on school grounds, in a school vehicle, or at a school activity or sanctioned event, shall notify the principal of the school or his or her designee of the issuance of the summons, ticket, or other notice as soon as possible unless the information is determined to be confidential pursuant to law.

3.10 Physical restraints (handcuffs, Tasers, Mace, pepper spray, or other physical and chemical restraints) shall only be used for conduct that poses a serious and immediate threat to an individual or the broader school community and where less intrusive measures of restraint have failed.

3.11 Strip searches of students by SRO or school officials are prohibited.

3.12 It is recognized that every situation cannot be predicted or determined

by these guidelines, and SRO's may rely on Law Enforcement Agency policies, their training and experience in choosing alternate actions that are reasonable and appropriate for the circumstances.

4. SRO Activities: The SRO becomes a part of the school community and an asset to help create a positive school environment for students and faculty. *[MOUs' should define what activities within the school community that SROs are a part of – especially if they are expected to participate in activities that are not directly relate to law enforcement.]*

4.01 The SRO is a member of the school safety teams: SROs' are liaisons to help gather and share information about emergency planning, improving access to safety or security resources, and a partner in developing effective prevention strategies *[and other duties determined by the School Board]*.

4.02 Role as an educator:

4.02.01. Provide in-service training for school staff on emergency preparedness, crisis intervention, crime trends, law enforcement policies and intervention methods.

4.02.02. Educate students through guest lectures about laws, constitutional protections, conflict resolution, information on youth-relevant crimes such as dating violence, and to teach crime prevention using evidence-based course curriculum.

4.03 Role as a participant of Restorative Justice processes.

4.03.01. Participate in restorative justice processes that occur within the school setting if appropriate, pursuant to school policy.

4.04 Role as an informal mentor:

4.04.01. Create a visible and positive presence in the school community to promote respect, trust for law enforcement and a positive relationship between students, parents and the District.

4.04.02. In partnership with a formal counselor or other school staff designated by the school, SRO's can provide referral information for additional resources relating to criminal justice and prevention of youth involvement in the juvenile justice system.

5. Responsibilities of [School District]: The School District shall be responsible for the following: *[MOUs' should define the logistics of where the SRO will work within the school setting and what s/he will be doing within the school on a day to day basis. This should include a work space for the SRO that provides reasonable privacy to maintain confidentiality. Other responsibilities could define what school or community meetings the SRO should be involved in and what is expected of the SRO in working with school administrators to identify problems and evaluate progress under the MOU. This section should also include how the District will handle student discipline so that Law Enforcement understands and acknowledges these policies. It is important to discuss that it is the responsibility of the school administrators to resolve routine discipline (code of conduct) problems involving students without law enforcement involvement, unless the violation or misbehavior involves serious criminal conduct. Section 6.01.03 provides an example of this.]*

5.01 Provide SRO with the authority to access School District premises for the purpose of performing the law enforcement duties described herein and provide SRO with a private workspace that allows for storage of confidential information.

5.02 Inform the SRO of the school's crisis response and de-escalation techniques.

5.03 Administer school discipline processes for typical adolescent behaviors occurring within the school without involving or referring the matter to an SRO unless school safety is at risk or reporting is required by law.

5.04 Requesting SRO involvement in school-based incidents should be limited to situations when it is:

5.04.01. Necessary to protect the physical safety of students and staff from imminent harm; or

5.04.02. Fits the criteria of behaviors listed in paragraph 6.01, which the parties have agreed will be referred to law enforcement.

5.04.03. Involves criminal behavior of persons other than students.

5.05 Ensure that the decision to involve the SRO or law enforcement in any school-based incident is made by a principal or designee, absent exigent circumstances.

5.06 Cooperate with law enforcement-initiated investigations and actions without hindering or interfering with the Police Department's or the assigned SRO's official duties.

5.07 Immediately notify the SRO or officers responding to a school-based incident if a referred student has a disability that requires special treatment or accommodations.

5.08 Provide ongoing feedback to the Police Department designee for evaluation purposes.

5.09 Offer an opportunity for the SRO and school administration to meet with community stakeholders, social service professionals and youth advocates at least once per semester.

6. Mutual Responsibilities: Both parties agree to the following: *[The MOU should identify areas of shared responsibility and how these shared responsibilities will be addressed to ensure that the SRO program can work collaboratively with school administration. This should include establishing how to determine when certain behaviors should be handled by school administration in a behavior plan or school discipline process versus the SRO in a criminal justice process. This area should include training, accommodating the needs of students with disabilities, taking a trauma informed approach to school discipline and law enforcement actions, and data collection. Below are examples to consider including:*

6.01 Law Enforcement Referrals:

6.01.01. The parties agree that school code of conduct violations will be handled through school policies and procedure and will not be referred to law enforcement for formal criminal justice action *[They may be referred to a Restorative Justice Program within the school]*. Parties may find it helpful to create an explicit list – for example: *Below are some examples of student conduct violations that are specifically*

excluded from SRO involvement ^{vi}:

- 6.01.01.(a).** *Failure to follow school or classroom rules;*
- 6.01.01.(b).** *Dress code violations;*
- 6.01.01.(c).** *Truancy/tardiness;*
- 6.01.01.(d).** *Possession of cell phones;*
- 6.01.01.(e).** *Public display of affection;*
- 6.01.01.(f).** *Verbal altercations; and*
- 6.01.01.(g).** *Behavior that is a manifestation of a student's disability.*

6.01.02. The parties agree that behaviors that are related to a student's disability will be handled through school policies and procedure and not referred to law enforcement.

6.01.03. Law Enforcement referral will always be made for the following incidents - *again it may be helpful to create a specific list for clarity for example:*

- 6.01.03.(a).** *Fights involving serious bodily harm that requires medical treatment for any of the participants;*
- 6.01.03.(b).** *Other serious or violent offenses, such as robbery, arson, or sexual assault;*
- 6.01.03.(c).** *Use or possession of dangerous weapons, such as guns. Other items which could be used weapons shall only result in police referral if school staff believes there was a clear intention to use the item as a weapon.*
- 6.01.03.(d).** *The sale, possession or use of illegal drugs or alcohol.*
- 6.01.03.(e).** *[Other criminal acts the parties agree to include.]*

6.02 Training: The Law Enforcement Agency and School District should work cooperatively to arrange initial and ongoing training for the SRO in the following areas as funding allows: *[Full-time, long-term assignments to schools coupled with comprehensive training can help to ensure that SROs build the skills, knowledge, and relationships necessary for serving school populations. Training on school rules, policies and the school culture should be provided by the school district.*

It is recommended that SROs' take the National Association of School Resource Officer Basic SRO Course^{vii}. Other options include taking online training courses such as the courses provided through PoliceOne Academy^{viii}. These courses will be provided by the Law Enforcement Agency as part of the SROs training. Training should take place at least every five years or every time a new SRO is placed in a school.]

6.02.01. Crisis intervention and de-escalation training

6.02.02. SRO's role and responsibilities within school(s);

6.02.03. The rights afforded to students;

6.02.04. Child and adolescent development and psychology;

6.02.05. Youth development and age-appropriate responses;

6.02.06. Positive youth development;

6.02.07. Restorative Justice in Schools processes;

6.02.08. Accommodating the needs of children with disabilities to understand how their behaviors can be different from children who do not have special needs, information on special education laws, regulations and policies, including the Individualized Education Plan (IEP) or 504 Plan documents that schools create for students with disabilities and the Behavior Intervention Plans that specifies how educators will respond to the student's behavior issues.

6.02.09. Cultural competence;

6.02.10. Practices proven to improve school climate; and

6.02.11. The creation of safe spaces for lesbian, gay, bisexual, transgender, and questioning students;

6.02.12. The impact of trauma on youth and effective methods of policing that avoid causing trauma or inflicting secondary trauma on youth who have experienced trauma.

6.02.13. Safe and appropriate use of physical restraints on children; and

6.02.14. The use physical restraint devices (e.g. handcuffs or flex cuffs) in a case that requires the physical arrest of a student for referral to the criminal justice system.

6.02.15. Interventions that address the root cause of misbehavior (mediation, substance abuse counseling, mental health services).

6.03 Data Collection: [*Collecting and analyzing key data should be an important part of the partnership. The MOU should delineate which parties are obligated to collect what data. The data should measure the outcomes for identified goals.*] The parties agree to develop a collaborative data collection plan and process that collects key information necessary for legal compliance and for measuring outcomes of goals.

6.03.01. The School District *and/or Law Enforcement Agency* shall maintain records of every law enforcement referral of a student. These records shall be kept confidential and include disaggregated information that includes a description of the incident, names of school officials involved, manner in which the police were notified, searches/questioning of students that occurred on school grounds. Law Enforcement Agency shall maintain records of actions taken on school grounds, including tickets, citations, or summonses issued, arrests made, filing of delinquency petitions, referrals to a probation officer, and other referrals to the juvenile justice system. Data shall include demographic information including race, ethnicity, age, school, grade, gender, disability status, known trauma history and ESL status of the student(s) involved^{ix}.

6.03.02. Each record described above shall also include information on any suspension, expulsion, disciplinary transfer, or other disciplinary consequence imposed on the student in addition to the law enforcement referral.

6.03.03. Each interview of a student conducted by an SRO must be documented. Each record should include: date and time, name of SRO, if a school representative or parent was present and the reasoning for questioning.

6.03.04. Such reports, statistics and information required under any grant contributing to the officer's salaries, duties or responsibilities hereunder.

6.03.05.Such other information as the parties may agree from time to time.

7. Confidentiality and Information Sharing/Disclosure of Student

Education Records: The parties agree to the following procedures to ensure that information disclosure and sharing between parties to the agreement comply with all legal requirements. *[A critical aspect of the MOUs' is to establish how confidential information may be legally shared and used by either party. This section should provide clear guidance for both parties on how and when confidential information can be shared. When entering into an MOU, parties should consider all federal or state laws that govern the collection, use, and dissemination of student records. A compendium of the relevant confidentiality laws has been provided in Appendix A outlining common legal issues involved in this type of information sharing.]*

7.01 School District disclosure of confidential educational records:

7.01.01. The parties agree that any disclosure of student education records that is made by the School District to any other parties in this agreement, or employees or agents of any parties, shall be made only (1) to appropriate parties in connection with a health safety emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual, (2) when the disclosure is for the purpose of providing services to a student before adjudication, or (3) as the law may otherwise permit. Reasonable steps will be taken to prevent further dissemination to an unauthorized third party of information exchanged hereunder.

7.01.02. The parties also agree that, if the School District makes any disclosure of a student's educational records pursuant to this agreement, the person requesting the records will sign an Acknowledgement for Release and/or Information from Education Records form provided by the School District which states that the records will not be disclosed to any other person or party, except as permitted by law and as necessary to carry out the purposes of this Agreement.^x A Permission for Release

and/or Information from Records form provided by the School District shall be developed by the parties. *See Appendix C for a sample.*

7.01.03. School officials shall refuse disclosure without a warrant or subpoena if they determine release of the information is not allowed by law.

7.01.04. Law Enforcement Agency shall withhold disclosure of confidential criminal history or juvenile justice records to school district personnel if the disclosure is not allowed by law: and

7.01.05. The parties acknowledge a student's right to information privacy. No school official or SRO will require students to answer questions or provide access to their personal information, including digital information accounts by username, password or other means of access if such requirement violates a student's constitutional rights.

8. Community Participation and Access: *Parent and community support is an aspect of having a successful SRO program. In order to make the program accepted and visible to the community, the MOU Partnership should provide annual public data on the SRO program and key areas of school discipline - such as referrals to law enforcement, suspensions and expulsions and include the types of behaviors or offenses. A public meeting per semester is encouraged. Below are examples to consider including:*

8.01 The District and the SRO program shall maintain annual data on the number of juvenile arrests for acts on school grounds or at school sanctioned events.

8.02 The number of other law enforcement interventions from an SRO such as searches, seizures, questioning of students, criminal citations, summons, and delinquency petitions filed.

8.03 All data must be without personal identifiable information.

8.04 When possible, data should be broken down by the offense, law enforcement intervention, the student's age, grade level, disability status and disposition result.

8.05 The District must publish data on the number of suspensions, in-school suspensions and expulsions broken down by the offense/infraction, age, grade level, race, sex, disability status and what disciplinary action was imposed.

8.06 Other information to be made public shall include: the budget for the SRO program, how many SRO's are at each school in the District, and policy/protocol information governing the SRO program.

9. Evaluation: *Because the SRO is involved with students on a daily basis and is not a school employee, the MOU should include ways for students and their families as well as school employees to address concerns with the SRO. Below are examples to consider including:*

9.01 In the event that the School District should be dissatisfied with the performance of the SRO assigned to the School District by the Law Enforcement Agency, the School District shall notify the SRO's Commanding Officer and the Superintendent shall meet to try to resolve the problem.

9.02 The SRO program will have a simple and straightforward method for any student, parent, teacher, principal, or other school administrator to submit a complaint, orally or in writing, of misconduct by SRO's.^{xi}

9.03 The evaluation system must be confidential. There will be a written explanation of the investigation and resolution will occur within 30 days.

9.04 Where serious allegations of abuse or misconduct are raised, the SRO shall be temporarily removed from having contact with students.

9.05 Where allegations of abuse or misconduct are substantiated, the SRO shall be suspended or permanently removed from school assignments or receive additional training as appropriate.

9.06 Every student, parent, and guardian in the school system shall be informed of the evaluation procedure.

9.07 The Superintendent and the Law Enforcement Agency agree to meet annually to evaluate the performance of the school resource officer.

Optional Sections for Additional Partners

10. Alternative Partners: Duties of County Attorney: *This is a section that could also include community partners involved in the School-Justice Partnership such as the prosecutor, judge, youth advocates, social services agencies or mental health professionals. Below is an example of a County Attorney role:*

10.01 The County Attorney and the SRO will discuss cases involving District students to divert District students from entering into the juvenile justice system whenever possible.

10.02 The following alternative options will be considered prior to District students being prosecuted.

10.02.01. Restorative Group Conferencing

10.02.02. Informal Diversion Programs

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.

CITY OF [CITY NAME], WYOMING

Title Date

[SCHOOL DISTRICT NAME] SCHOOL DISTRICT # [NUMBER]

Title Date

Appendix A

APPLICABLE CONFIDENTIALITY LAWS

When and how to share student information between law enforcement, prosecutors and school personnel can be confusing. Federal laws, including Family Educational Rights and Privacy Act (FERPA),¹ the Individuals with Disabilities Education Act (IDEA) and Wyoming's Juvenile Justice Act² all have provisions that apply to this question. FERPA and IDEA protect a student's confidentiality in their educational records and place the burden on schools to ensure these records are protected. Wyoming laws also defines and protects information about juveniles. However, all of these laws contain exceptions that allow school records to be shared with law enforcement under certain narrow circumstances. The two primary circumstances are:

1. If the student is (or could be) charged with a crime.

As detailed further in this Appendix, the laws combine to allow the sharing of necessary information. FERPA allows schools to disclose pertinent information that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released if it can be reported or disclosed pursuant to State statute. Wyoming statute 14-6-203(g)(iv) allows such disclosures as part of a prosecutor's single-point of entry assessment in determining the appropriate court. The IDEA requires a school who reports a crime committed by a child with a disability to also ensure that copies of the special education and disciplinary records of the child be transmitted for consideration by the appropriate authorities to whom the agency reports the crime - to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act (which means **they should obtain authorization from the parent, absent a health/safety emergency or other exception**).

2. If there is a health or safety emergency.

FERPA provides an exception allowing schools to share confidential student information with law enforcement if sharing is necessary to protect the health or safety of the student or other individual. The health and safety exception is temporary and ends when the emergency ends.

¹ 20 U.S.C. § 1232g & 1232h; and FERPA regulations 34 CFR Part 99, which may be accessed at: <https://www2.ed.gov/policy/gen/guid/fpco/pdf/2012-final-regs.pdf>

² Wyoming Statute 14-2-201 et.seq.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The Family Educational Rights and Privacy Act (**FERPA**) is a Federal **law** that protects the privacy of student education records. The **law** applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA permits the disclosure of Personally Identifiable Information (PII) from students' education records, **without consent of the parent or eligible student**, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations.^{xiii} 3

Under § 99.31, a school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student in a wide variety of situations. Some of the exceptions most likely to be relevant in the context of an SRO MOU include:

- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met. (§ 99.31(a)(9))
- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L))
- To appropriate officials in connection with a **health or safety emergency**, subject to § 99.36. (§ 99.31(a)(10))
- The disclosure is to other school officials, including teachers, within the agency or institution whom the agency or institution has determined to have legitimate educational interests. [Other school officials can include a contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services

³ § 99.32 of the FERPA regulations requires the school to record the disclosure (except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student). Parents and eligible students have a right to inspect and review the record of disclosures.

or functions if they are under the direct control of the agency or institution with respect to the use and maintenance of education records; and subject to the requirements of § 99.33(a) governing the use and redisclosure of personally identifiable information from education records]. (§ 99.31(a)(1)(i)(A)) Some SRO contracts may qualify under this provision – however, the only authorized use of the information by the SRO would be for a legitimate educational interest.

§ 99.38 What conditions apply to disclosure of information as permitted by State statute adopted after November 19, 1974, concerning the juvenile justice system?

- (a) If reporting or disclosure allowed by State statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, an educational agency or institution may disclose education records under § 99.31(a)(5)(i)(B).*
- (b) The officials and authorities to whom the records are disclosed shall certify in writing to the educational agency or institution that the information will not be disclosed to any other party, except as provided under State law, without the prior written consent of the parent of the student.*
- (Authority: 20 U.S.C. 1232g(b)(1)(J))*

§ 99.36 What conditions apply to disclosure of information in health and safety emergencies?

- (a) An educational agency or institution may disclose personally identifiable information from an education record to appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.*
- (b) Nothing in this Act or this part shall prevent an educational agency or institution from -*
- (1) Including in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community;*
 - (2) Disclosing appropriate information maintained under paragraph (b)(1) of this section to teachers and school officials within the agency or institution who the agency or institution has determined have legitimate educational interests in the behavior of the student; or*
 - (3) Disclosing appropriate information maintained under paragraph (b)(1) of this section to teachers and school officials in other schools who*

have been determined to have legitimate educational interests in the behavior of the student.

(c) In making a determination under paragraph (a) of this section, an educational agency or institution may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the educational agency or institution determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other individuals. If, based on the information available at the time of the determination, there is a rational basis for the determination, the Department will not substitute its judgment for that of the educational agency or institution in evaluating the circumstances and making its determination.

(Authority: 20 U.S.C. 1232g (b)(1)(I) and (h))

U.S. Department of Education FERPA Guidance interpreting what conditions apply to disclosure of information in health and safety emergencies?^{xiii}

In some situations, a school may determine that it is necessary to disclose non-directory information to appropriate parties in order to address a disaster or other health or safety emergency. FERPA permits school officials to disclose, without consent, education records, or personally identifiable information from education records, to appropriate parties in connection with an emergency, if knowledge of that information is necessary to protect the health or safety of the student or other individuals. See 34 CFR §§ 99.31(a)(10) and 99.36. This exception to FERPA's general consent requirement is temporally limited to the period of the emergency and generally does not allow for a blanket release of personally identifiable information from the student's education records.

Under this health or safety emergency provision, an educational agency or institution is responsible for making a determination whether to make a disclosure of personally identifiable information on a case-by-case basis, taking into account the totality of the circumstances pertaining to a threat to the health or safety of the student or others. If the school district or school determines that there is an articulable and significant threat to the health or safety of the student or other individuals and that a party needs personally identifiable information from education records to protect the health or safety of the student or other individuals, it may disclose that information to such

appropriate party without consent. (34 CFR § 99.36.) This is a flexible standard under which the Department defers to school administrators so that they may bring appropriate resources to bear on the situation, provided that there is a rational basis for the educational agency's or institution's decisions about the nature of the emergency and the appropriate parties to whom information should be disclosed. We note also that, within a reasonable period of time after a disclosure is made under this exception, an educational agency or institution must record in the student's education records the articulable and significant threat that formed the basis for the disclosure and the parties to whom information was disclosed. (34 CFR § 99.32(a)(5)).

Judicial Order or Lawfully Issued Subpoena Another provision in FERPA that permits disclosure without consent is a disclosure that is necessary to comply with a lawfully issued subpoena or judicial order. A school generally must make a reasonable effort to notify the parent or eligible student of the subpoena or judicial order before complying with it in order to allow the parent or eligible student to seek protective action, unless certain exceptions apply. (34 CFR § 99.31(a)(9)). This exception could be used when an emergency no longer exists or the party seeking personally identifiable information from students' education records would not typically be considered an "appropriate party" under the health or safety emergency exception to general consent.

Under the health or safety emergency provision, an "appropriate party" is typically, law enforcement officials, public health officials, trained medical personnel, and parents (including parents of an eligible student) to whom information may be disclosed under this FERPA exception. In some situations, State and local emergency management agencies who are coordinating a disaster response might be considered appropriate parties if their knowledge of the information is necessary to protect the health or safety of the student or other individuals. Students who are separated from their families may have serious medical needs. A school could disclose information about the student's medication or special needs to appropriate officials who are seeking to address those needs.

§ 99.3 Education records^{xiv}.

(a) The term means those records that are:

(1) Directly related to a student; and

(2) Maintained by an educational agency or institution or by a party acting for the agency or institution.

(b) The term does not include:

(1) Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record.

(2) Records of the law enforcement unit of an educational agency or institution, subject to the provisions of § 99.8.

(other exceptions also apply but were not relevant to this summary.)

§ 99.8 What provisions apply to records of a law enforcement unit?

(a)(1) Law enforcement unit means any individual, office, department, division, or other component of an educational agency or institution, such as a unit of commissioned police officers or non-commissioned security guards, that is officially authorized or designated by that agency or institution to -

(i) Enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against any individual or organization other than the agency or institution itself; or

(ii) Maintain the physical security and safety of the agency or institution.

(2) A component of an educational agency or institution does not lose its status as a law enforcement unit if it also performs other, non-law enforcement functions for the agency or institution, including investigation of incidents or conduct that constitutes or leads to a disciplinary action or proceedings against the student.

(b)(1) Records of a law enforcement unit means those records, files, documents, and other materials that are -

(i) Created by a law enforcement unit;

(ii) Created for a law enforcement purpose; and

(iii) Maintained by the law enforcement unit.

(2) Records of a law enforcement unit does not mean -

(i) Records created by a law enforcement unit for a law enforcement purpose that are maintained by a component of the educational agency or institution other than the law enforcement unit; or

(ii) Records created and maintained by a law enforcement unit exclusively for a non-law enforcement purpose, such as a disciplinary action or proceeding conducted by the educational agency or institution.

(c)(1) Nothing in the Act prohibits an educational agency or institution from contacting its law enforcement unit, orally or in writing, for the purpose of asking that unit to investigate a possible violation of, or to enforce, any local, State, or Federal law.

(2) Education records, and personally identifiable information contained in

education records, do not lose their status as education records and remain subject to the Act, including the disclosure provisions of § 99.30, while in the possession of the law enforcement unit.

(d) The Act neither requires nor prohibits the disclosure by an educational agency or institution of its law enforcement unit records.

(Authority: 20 U.S.C. 1232g(a)(4)(B)(ii))

Additional U.S. Department of Education FERPA Guidance⁴

A "law enforcement unit" means any individual, office, department, division or other component of a school, such as a unit of commissioned police officers or non-commissioned security guards, that is officially authorized or designated by the school to: enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any law against any individual or organization; or to maintain the physical security and safety of the school. The law enforcement unit does not lose its status as a law enforcement unit if it also performs other, non-law enforcement functions for the school, including investigation of incidents or conduct that constitutes or leads to a disciplinary proceeding against a student.

"Law enforcement unit records" (i.e., records created by the law enforcement unit, created for a law enforcement purpose, and maintained by the law enforcement unit) are not "education records" subject to the privacy protections of FERPA. As such, the law enforcement unit may refuse to provide an eligible student with an opportunity to inspect and review law enforcement unit records, and it may disclose law enforcement unit records to third parties without the eligible student's prior written consent. However, education records, or personally identifiable information from education records, which the school shares with the law enforcement unit do not lose their protected status as education records because they are shared with the law enforcement unit.

⁴ Guidance from the U.S. Department of Education found on their website at: <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/students.html>

INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA)

The IDEA also contains additional confidentiality provisions that may be applicable to the sharing of information. 34 CFR 300.610 through 300.626 contain requirements regarding the confidentiality of information relating to children with disabilities who receive evaluations, services or other benefits under Part B of the Individuals with Disabilities Education Act (IDEA). 34 § CFR 303.402 and 303.460 identify the confidentiality of information requirements regarding children and infants and toddlers with disabilities and their families who receive evaluations, services, or other benefits under Part C of IDEA. 34 § CFR 300.610 through 300.627 contain the confidentiality of information requirements that apply to personally identifiable data, information, and records collected or maintained pursuant to Part B of the IDEA.

IDEA regulations, specifically 34CFR § 300.535 regarding referral to and action by law enforcement and judicial authorities' states:

(a)Rule of construction. Nothing in this part prohibits an agency from reporting a crime committed by a child with a disability to appropriate authorities or prevents State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

(b)Transmittal of records.

(1) An agency reporting a crime committed by a child with a disability must ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to whom the agency reports the crime.

(2) An agency reporting a crime under this section may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act.

WYOMING CONFIDENTIALITY LAWS

Wyoming Statutes relevant to confidentiality of educational information and authority to access information by law enforcement are in the Juvenile Justice Act and the Child Protection Act.

Wyoming Juvenile Justice Act

W.S.14-6-203 Jurisdiction; confidentiality of records.

(j) Nothing contained in this act shall be construed to require confidentiality of any matter, legal record, identity or disposition pertaining to a minor charged or processed through any municipal or circuit court.

(g) Except as provided by subsection (j) of this section, all information, reports or records made, received or kept by any municipal, county or state officer or employee evidencing any legal or administrative process or disposition resulting from a minor's misconduct are confidential and subject to the provisions of this act. The existence of the information, reports or records or contents thereof shall not be disclosed by any person unless:

(i) Disclosure results from an action brought or authorized by the district attorney in a court of public record;

...

(iv) The disclosure results from the information being shared with or between designated employees of any court, any law enforcement agency, any prosecutor's office, any employee of the victim services division within the office of the attorney general, any probation office or any employee of the department of family services or the minor's past or present school district who has been designated to share the information by the department of family services or by the school district or anyone else designated by the district attorney in determining the appropriate court pursuant to a single point of entry assessment under this section;

...

(vi) The disclosure is authorized by W.S. 7-19-504⁵ [only applicable to certain

⁵ 7-19-504. Access to and dissemination of information.

(a) Information contained in the juvenile justice information system shall be accessible, whether directly or through an intermediary, to:

(i) Other criminal justice agencies;

(ii) Any person designated for the purpose provided by W.S. 14-6-227;

(iii) The department of family services if the subject is in the custody of the

felonies committed by juveniles]; *or*

(vii) The disclosure is made to an administrative employee or member of the board of trustees of the minor's school district, authorized by the court to receive the information, for purposes of the suspension or expulsion of the minor pursuant to W.S. 21-4-305(d)⁶, provided:

(A) The court finds that the court action involves matters which are relevant to the suspension or expulsion of the minor pursuant to W.S. 21-4-305(e)⁷. Only materials and evidence relevant to the minor's potential suspension or expulsion shall be disclosed to an administrative employee or member of the board of trustees of the minor's school district; and

(B) The school district administrative employees or board of trustee members authorized to receive the minor's confidential information shall only disclose the information:

(I) To other members of the board of trustees or the superintendent for purposes of W.S. 21-4-305(d); and

(II) To the minor and his parents, legal guardians, attorneys or guardian ad litem.

department;

(iv) An individual who has met the requirements established by the division to ensure the record will be used solely as a statistical research or reporting record and that the record is to be transferred in a form that is not individually identifiable;

(v) Any record subject as provided by W.S. 7-19-109.

(b) When a subject reaches the age of majority, all information in the juvenile justice information system pertaining to that subject shall be deleted.

(c) Any person who willfully violates subsection (a) or (b) of this section is guilty of a misdemeanor and upon conviction shall be fined not more than five hundred dollars (\$500.00). Any person or entity who violates subsection (a) of this section shall be denied further access to the system.

⁶ 21-4-305. Suspension or expulsion; authority; procedure. (d) The board of trustees of any school district or the superintendent if designated, may suspend a student for a period exceeding ten (10) school days or may expel a student for a period not to exceed one (1) year, provided the student is afforded an opportunity for a hearing in accordance with the procedures of the Wyoming Administrative Procedure Act.

⁷ 21-4-305. Suspension or expulsion; authority; procedure. (e) Suspension or expulsion shall not be imposed as an additional punishment for offenses punishable under the laws of the state, except for expulsion by a district superintendent under subsection (a) of this section, or where the offense was committed at a school function, against the property of the school, or is of such nature that continuation of the child in school would clearly be detrimental to the education, welfare, safety or morals of other pupils. No suspension or expulsion shall be for longer than one (1) year.

Appendix B

RECOMMENDED AREAS OF TRAINING

- De-escalation Training

SRO's and school response teams should be trained in effective de-escalation techniques. De-escalation training for SROs' should include recognizing levels of escalation, verbal and non-verbal clues, managing emotions, acute trauma response and de-escalation strategies^{xv}. For example, such training will teach both SROs and teachers to remain calm, use "I" statements, and recognize the student's feelings. By using strategic disengagements SROs' can help school personnel defuse a situation and open the lines of communication for the youth.

- Disability

School officials and SROs must act in accordance with the students IEP or 504 Plan. Youth who are facing behavioral challenges will benefit more from positive interventions and support by adults who will teach, coach and mentor, rather than punish. Children with disabilities may be unnecessarily criminalized for their behavior in schools. In accordance to the Individuals with Disability Act (IDEA)^{xvi}, students are guaranteed a free and appropriate public education in the least restrictive environment.

- Adolescent Development

Adolescents is a transitional period between childhood and adulthood. It is a period of time where youth develop a sense of self and separate from their parents/caregivers. Typical ways for youth to develop their identity is through experimentation and behaviors that test the boundaries of previous childhood restrictions. This process is normal and adolescents typically grow out of it as they mature into adults^{xvii}. However, this behavior can be perceived as risky or delinquent. It is important for schools and SROs to not excessively punish or criminalize typical adolescent behavior.

- Restorative Justice

Restorative Justice Programs have been validated as an effective alternative to traditional criminal justice approaches. Restorative justice is the belief that through collaboration between those who have harmed and those who were affected by the harm, communities can work together to identify the impact of the behavior, the obligation to take responsibility and the steps to make things right.^{xviii} Restorative Justice promotes

community building by repairing relationships and reconnecting individuals. By working through this process collectively, true accountability can be achieved. There is no singular process for Restorative Justice, each community has a unique culture and must adapt the Restorative Justice approach to their needs.

- Trauma Informed

To prevent unnecessary punishment or criminal justice action, school employees and SRO's should take a trauma informed approach to how they respond to behavioral issues. By learning the signs, both can intervene more effectively and look at the root cause of behaviors to prevent future issues from occurring. Youth who have experienced trauma may seem like they have no interest in learning or connecting with others, but often the trauma they have experienced has taken over everything in their life.^{xix} Exposure to traumatic events can disrupt a youths' ability to manage emotions and socialize with others in a positive way. In the school setting the manifestations of trauma can look like behavioral issues.

- Objective Criteria

The County Attorney is required to establish and use "Objective Criteria" to promote consistency and avoid bias in juvenile justice cases. Objective Criteria is a structured decision process, based on objective factors, that promotes uniformity in decisions and recommendations. All parties serving youth involved in a youth justice process should be familiar with the Objective Criteria for their community. The Criteria uses screening and assessment to identify evidence-based options to hold youth appropriately accountable for their actions. Considerations may focus on a variety of goals, including to protect and restore victims whenever possible, promote pro-social youth developments, deliver appropriate services for youth, improve community safety and reduce the overall cost to taxpayer by using the most cost-effective strategies.

Appendix C

[School District]

Sample of Permission for Release and/or Information from Records to Law Enforcement

Student's Name _____

DOB: _____

Records to be released:

____ Attendance Information ____ Discipline ____ Grades

____ Test Scores ____ Other (Specify):

The record(s) indicated above is/are to be released to:

Law Enforcement

Agency: _____

Contact Person: _____

Address: _____

The purpose for the

release: _____

I hereby grant permission for the release of the above record(s)
and this release to be in effect until

_____ (Date) with the understanding that
the records remain confidential and should not be released to
other parties unless the release is authorized by law.

School Releasing Records

Signature of Authorized Personnel

Appendix D

Sample of Record of Access Card

NAME OF STUDENT: _____
(First/Middle/Last)

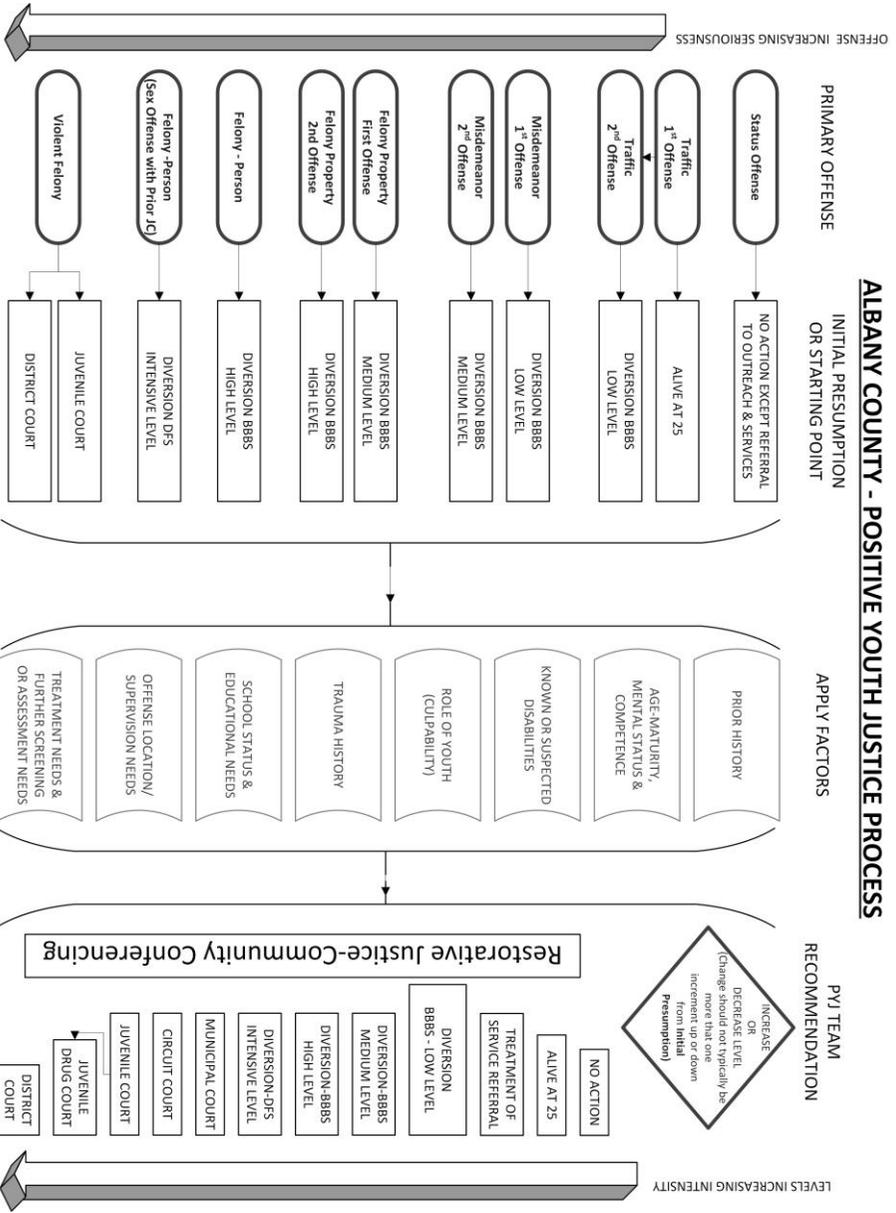
DATE OF BIRTH: _____

Name & Title of Person Requesting Access	Reason for Request	Dates	Access Authorized by	Types of Information Released
1.		Request: Access:		
2.		Request: Access:		
3.		Request: Access:		
4.		Request: Access:		
5.		Request: Access:		
6.		Request: Access:		
7.		Request: Access:		
8.		Request: Access:		

Appendix E

Sample of Positive Youth Justice Process from Albany County

ALBANY COUNTY - POSITIVE YOUTH JUSTICE PROCESS



Appendix F

NASRO Position Statement on Police Involvement in Student Discipline



Best Practices for School Policing

Aug. 14, 2015 – The National Association of School Resource Officers (NASRO) has developed this position statement in response to a recent event involving a school resource officer (SRO) allegedly using physical restraints on a special needs child and other incidents with the involvement of SROs in school disciplinary situations. NASRO recognizes that SROs always have the best interests of students at heart, and have an understanding of several physical and psychological factors that could affect disciplinary incidents.

A Clear and Concise Memorandum of Understanding is Essential

Every law enforcement agency that places an officer in a school should have in place a memorandum of understanding (MOU), signed by the heads of both the law enforcement agency and the educational institution. NASRO recommends that the MOU:

- Require that all school resource officers (SROs) be carefully selected law enforcement officers who have received specialized SRO training in the use of police powers and authority in a school environment.
- Clearly define the roles of the SRO to include those of:
 - Law enforcement officer
 - Teacher
 - Informal counselor
- Prohibit SROs from becoming involved in formal school discipline situations that are the responsibility of school administrators.

SROs must Receive Training Regarding Special Needs Children

Recognizing the critical need for SROs to receive specialized training in the education of special-needs children, NASRO includes extensive information on the topic in the SRO courses it makes available to all police agencies nationwide. NASRO also includes sessions by experts on the topic at its annual national conferences.

NASRO's training helps SROs understand how special needs children and their behaviors are different from those who don't have special needs. It also provides SROs with information on special education laws, regulations and

policies, including the Individualized Education Program (IEP) document that schools create for each special education student. Typically, the IEP for a student known to have behavior issues clearly specifies how educators will respond to such issues. NASRO training also emphasizes proactive school policing – including relationship building – designed to prevent the need for SRO interventions with any student, including special needs students. NASRO continually evaluates its SRO curriculum and plans to investigate expanding special education components even further.

Use of Physical Restraint Devices is Rarely Necessary

NASRO recognizes that every state and local law enforcement agency has its own policies regarding the appropriate use of physical restraint. NASRO believes the U.S. Department of Education’s position that “restraint and seclusion should be avoided to the greatest extent possible without endangering the safety of students and staff” is the best practice to follow in nearly all situations.

Further, when agencies and educational institutions follow NASRO’s recommended practice of prohibiting SRO involvement in formal school discipline, an SRO should need to use a physical restraint device (e.g. handcuffs or flex cuffs) only in a case that requires the physical arrest of a student for referral to the criminal justice system.

NASRO Offers Support to Policymakers

NASRO has years of experience developing best practices in school policing – practices that local jurisdictions throughout the nation recognize and implement. The Association stands ready to assist any policymaker at the state or local level with the creation of legislation, regulations and/or policies that reflect these practices and help prevent issues that can lead to allegations of SRO misconduct.

Appendix G

Additional Resources:

National Association of School Resource Officers

<https://nasro.org/>

Wyoming School Resource Officer Association

<http://www.wysroa.org/>

Developing a Memorandum of Understanding (MOU) for School-Justice Partnerships: Overview:

<http://www.ncjfcj.org/SJP-MOU-Toolkit>

Developing a Memorandum of Understanding (MOU) for School-Justice Partnerships: Technical Assistance Tools:

<http://www.ncjfcj.org/SJP-MOU-Toolkit>

School Discipline & Security Personnel: Tip Sheet:

<http://www.njjn.org/our-work/school-discipline--security-personnel>

National Juvenile Defense Center

<http://njdc.info/practice-policy-resources/>

Americans with Disabilities Act

<https://www.ada.gov/>

Individuals with Disabilities Education Act (IDEA)

<https://sites.ed.gov/idea/>

Advancing Trauma-Informed Systems for Children:

<https://www.schooljusticepartnership.org/component/mtree/resource-library/role-of-schools/234-advancing-trauma-informed-systems-for-children.html?Itemid=>

Positive Behavioral Interventions and Supports:

<https://www.pbis.org/>

Positive Youth Development:

<https://youth.gov/youth-topics/positive-youth-development>

SRO Training

<https://nasro.org/basic-sro-course/>

De-escalation Training

<http://communitysafetyinstitute.org/deescalation-training/>
<https://www.vcpitraining.org/course/index.php?categoryid=2>
<http://www.patc.com/training/schedule.php>

Anti-Bias Training

<http://www.fairimpartialpolicing.com/>
<http://www.policeoneacademy.com>

ⁱ NASRO Position Statement: <https://nasro.org/news/nasro->

updates/nasro-position-statement-police-involvement-student-discipline

ii NCJFCJ & OJJDP School-Justice Partnership:

<https://schooljusticepartnership.org>

iii <https://www2.ed.gov/documents/press-releases/secure-policy.pdf>

iv James, Bernard, Prof of Constitutional Law, Pepperdine University, “The Educator-SRO Relationship” <https://nasro.org/cms/wp-content/uploads/2017/11/The-Educator-SRO-Relationship-When-is-the-Educator-an-Agent-of-Law-Enforcement-JOSS-Fall-2017.pdf>

v www.ncjfcj.org/sites/default/files/SRO%20Brief.pdf

vi https://www.aclupa.org/files/2014/6256/0473/SPO_RESPONSE_TO_CODE_OF_CONDUCT_OFFENSES.pdf

vii <https://nasro.org/basic-sro-course/>

viii <https://www.policeoneacademy.com/>

ix Russo, Charles J., and Ralph D. Mawdsley. 2008. *Searches, seizures, and drug-testing procedures: balancing rights and school safety*. Danvers, MA: LRP Publications.

x 20 U.S. Code § 1232g and 34 CFR Part 99

xi <https://www.aclu.org/other/policing-schools-developing-governance-document-school-resource-officers-k-12-schools>

xii U.S. Department of Education website guidance on FERPA located at: <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html>

xiii This explanation is from the U.S. Department of Education website guidance on FERPA titled “Family Educational Rights and Privacy Act (FERPA) and the Disclosure of Student Information Related to Emergencies and Disasters” located at:

<https://www2.ed.gov/policy/gen/guid/fpco/pdf/ferpa-disaster-guidance.pdf>

xiv FERPA Regulations - 34 CFR 99.3

xv <http://communitysafetyinstitute.org/deescalation-training/>

xvi <https://sites.ed.gov/idea/>

xvii <https://www.nap.edu/catalog/14685/reforming-juvenile-justice-a-developmental-approach>

xviii Kidde, Jon and Rita Alfred. 2011. *Restorative Justice: A Working Guide For Our Schools*. Alameda County School Health Services Coalition. <http://healthyschoolsandcommunities.org/Docs/Restorative-Justice-Paper.pdf>

xix <http://traumaawareschools.org/impact>



**WYOMING
CHILDREN'S
LAW
CENTER,
INC.**

112 South 5th Street
Laramie, WY 82070
P: 307-632-3614

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