

# **COLLABORATIVE AGREEMENT**

## **BIRMINGHAM CITY SCHOOLS COLLABORATIVE**

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

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

### **I. PURPOSE OF AGREEMENT**

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

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

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

## II. DEFINITIONS

As used in this Agreement, the term:

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

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

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

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

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

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

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

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

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

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

### III. TERMS OF AGREEMENT

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

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

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

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

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

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

***B. Exceptional Circumstances***

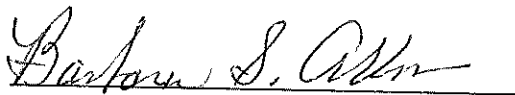
Notwithstanding the graduated response system outlined in Subsection III(A), an SRO has the discretion to make an arrest and file a complaint against a student in exceptional circumstances. This provision is subject to the laws of arrest, which prohibit warrantless arrests for misdemeanors and violations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

**DURATION AND MODIFICATION OF AGREEMENT**

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

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

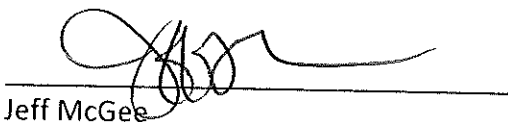
IN WITNESS WHEREOF, the Parties hereto, intending to cooperate with one another, have hereunder set their hands on this the \_\_\_\_ day of \_\_\_\_\_, 2009.



Barbara Allen  
Superintendent  
Birmingham City School System



A.C. Roper  
Chief of Police  
Birmingham Police Department



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