CLARK COUNTY SCHOOL JUSTICE PARTNERSHIP
MEMORANDUM OF UNDERSTANDING

Strategic Imperative(s): Engagement (SI-2)
Focus Area(s): Disproportionality (FA-6)

The Clark County Department of Juvenile Justice Services and the Office of the Clark County District
Attorney propose to enter into a Memorandum of Understanding with the Clark County School District to
create a partnership to work collaboratively to minimize interrupted educational opportunities and provide
an alternative to punitive disciplinary practices thus creating diversions away from the criminal court
system. This agreement will be for the period of August 24, 2018, through June 28, 2019, with the
inclusion for termination by either of the parties by written notice.

The Clark County Department of Juvenile Justice Services and the Office of the Clark County District
Attorney will:

- Share this agreement with all stakeholders.
- Provide necessary training for all stakeholders.
- Provide support and resources as required to maintain the services in this Agreement.

The Clark County School District will:

- Share this agreement with all stakeholders.
- Provide necessary training for all stakeholders.
- Provide support and resources as required to maintain the services in this Agreement.

The Memorandum of Understanding has been reviewed by the Clark County School District Office of the
General Counsel and approved as to form.

Should the Board of School Trustees not approve this Memorandum of Understanding, the request will be
withdrawn.

Discussion and possible action on approval to enter into a Memorandum of Understanding between the
Clark County School District, Clark County Department of Juvenile Justice Services, and the Office of the
Clark County District Attorney, to create a partnership to work collaboratively to minimize interrupted
educational opportunities and provide an alternative to punitive disciplinary practices thus creating
diversions away from the criminal court system effective August 24, 2018, through June 29, 2019, and for
the Superintendent of Schools, Clark County School District, to sign the Memorandum of Understanding,
with no impact to the general fund, is recommended.
CLARK COUNTY SCHOOL JUSTICE PARTNERSHIP
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THIS AGREEMENT (Agreement) is made and entered into as of August 24, 2018, by and among:

Clark County School District (CCSD)
5100 West Sahara Avenue
Las Vegas, Nevada 89146

Clark County Department of Juvenile Justice Services (Juvenile Justice)
601 North Pecos Road
Las Vegas, Nevada 89101

and

Office of the Clark County District Attorney (District Attorney)
301 East Clark Avenue
Las Vegas, Nevada 89101

(individually, a Party and, with another Party or collectively, as the context requires, the Parties), in collaboration and consultation with a committee of stakeholders that includes representatives from the entities identified in the following section, for the purpose of establishing a cooperative relationship among agencies involved in issues pertaining to student discipline and prosecution for certain criminal offenses.

I. PREAMBLE

The Parties agree that students need to be held accountable for misbehavior in order to learn from their mistakes, take responsibility for their actions, and reconnect to the school community. The Parties also agree that the most effective means of holding students accountable for their actions involves providing them with continuity and support from school officials who interact with them on a daily basis.

It is imperative to optimize all student trajectories and future experiences by collaboratively working together to minimize interrupted educational opportunities in the K-12 setting. Specifically, the Parties and the Clark County School District Police Department, Clark County Association of School Administrators and Professional-Technical Employees, Clark County Education Association, members of the Nevada Legislature, faith-based organizations, City of Las Vegas, Elaine Wynn Family Foundation, Las Vegas Metropolitan Police Department, Communities in Schools, the Eighth Judicial District Court, grassroots organizations (i.e., Clark County Black Caucus), and all stakeholders with a substantial interest in achieving this goal are committed to school safety, reasonable and appropriate school disciplinary practices, and research-based methods that provide an alternative to punitive disciplinary practices, thus creating diversions away from the juvenile justice system.

Ongoing collaboration among the Parties and the aforementioned entities will assist in reducing racial disproportionality and disparate discipline practices. Additionally, school-based consequences and disciplinary guidelines will be consistently addressed, providing alternatives to court or police action for certain minor infractions. The identification of resources, supports, and targeted assets is necessary to improve disciplinary practices at CCSD schools and to reduce the number of referrals to Juvenile Justice.
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For certain CCSD students who commit Focus Acts on Public School Property, as delineated in this Agreement, diversion options will first occur at schools through efforts by site-level personnel (i.e., counselors, administrators, teachers, school police officers, social workers, and outside providers), and non-criminal remedies will exist for most Focus Acts occurring on Public School Property. Successful implementation of a Multi-tiered System of Supports Matrix will assist school-site personnel and Clark County School Police with dealing with Focus Acts.

Diversion practices may include site-based programs, utilization of The Harbor, and other practices/resources defined in asset maps developed by the members of the Clark County School Justice Partnership.

This preamble outlines the ongoing collaboration process that must occur upon execution of the first version of this Agreement. Revisions are expected, communication among all stakeholders herein must be ongoing, and constituency groups will be made aware of enacted processes and recommendations via voting members of the Clark County School Justice Partnership during the drafting and implementation steps of current and forthcoming commitments.

II. COLLABORATION INTENT

The Parties acknowledge that law enforcement plays an essential role in maintaining safety in the community. However, the use of arrests and referrals of youth to the criminal justice system may decrease a student’s chance of graduating, entering higher education, joining the military, or joining the career force. In the 2016-2017 school year, Juvenile Justice reported 8,795 school-related arrests by school police officers in Clark County.

The Parties acknowledge and agree that this Agreement is a cooperative effort to establish guidelines for the handling of school-related minor criminal acts which are defined herein as the Focus Acts; and that students should be held accountable for their actions through a Multi-tiered System of Supports Matrix that provides a continuum of interventions and supports and, if necessary, increased sanctions for continued Focus Act violations.

The vast majority of student misconduct can be best addressed through in-school strategies, maintaining a positive school climate within schools rather than involving justice system officials. The Parties are committed to eliminating racial disproportionality and disparities in the administration of interventions and support for school-based criminal conduct.

The response to school-related criminal conduct should be reasonable, consistent, and equitable, with appropriate consideration given to relevant factors such as student age, disciplinary history, criminal record, and nature/severity of the incident. All Parties agree to make every effort to end the school-to-prison pipeline through effective process, practice, policy, and intervention efforts.

The Parties further acknowledge and agree that the guidelines and procedures contained herein are intended to establish consistency in the handling of students who have committed a Focus Act, 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; and that students under 18 years of age who commit a Focus Act while enrolled in a CCSD school should be diverted, if eligible, to a non-criminal remedy unless review warrants the filing of a petition of juvenile delinquency or
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criminal charge. Students 18 years of age or older who commit a Focus Act while enrolled in a CCSD school may be diverted under special circumstances after the review of the appropriate officer.

Juvenile Justice encourages CCSD to use alternatives to expulsion or referral to law enforcement agencies by addressing disruptive behavior through restitution, civil citation, teen court, neighborhood restorative justice, or similar programs, and has advised CCSD that punitive consequences are not intended to be rigorously applied to petty acts of misconduct or misdemeanors categorized as Focus Acts.

With a joint commitment to ending school-based arrests for minor misbehavior, school districts and law enforcement agencies across the country have improved school safety, school engagement, and academic achievement. The Parties are confident that working together, optimizing a culture of common sense interventions and supports, will allow all students to enjoy a safe and effective education.

III. DEFINITIONS

As used in this Agreement, the term:

A. “ASSET MAPPING” refers to a collection of resources that will be vetted and approved through CCSD and Juvenile Justice to be utilized by school leaders and teachers.

B. “CLARK COUNTY SCHOOL JUSTICE PARTNERSHIP (CCSJ)” refers to a collaboration between the Parties and various organizations to eliminate racial disproportionality and disparate discipline practices while increasing resources and supports for students.

C. "CODE OF STUDENT CONDUCT" refers to CCSD’s Behavior Guidelines for Secondary and Elementary Students that includes rules for student behavior on Public School Property and the range of interventions and disciplinary responses for particular rule violations.

D. "FOCUS ACT(S)" means a criminal act that, when committed by a student on Public School Property, does not, by its nature, require the filing of a petition of juvenile delinquency or criminal charge, and includes the following: trespass, possession of drug paraphernalia, possession of less than one ounce of THC, obstruction, disturbing the peace, resisting a public officer, petty larceny, damage to Public School Property, and truancy.

E. “MULTI-TIERED SYSTEM OF SUPPORTS MATRIX” (MTSS Matrix) identifies the appropriate and non-court responses for each type of Focus Act and identifies school/classroom interventions for minor and major behavior infractions.

F. "INTAKE" is the unit of Juvenile Justice that is responsible for accepting referrals and conducting a review to determine whether a student is eligible for diversion.

G. “PROVISIONAL FOCUS ACT(S)” include battery, battery on a protected person, and threat to a pupil or school employee.
H. "PUBLIC SCHOOL PROPERTY" means the physical premises of all CCSD school campuses and properties, active bus stops, all vehicles under the control of CCSD, and the premises of all school-sponsored curricular or extracurricular activities, whether occurring on or away from a school campus.

I. "SCHOOL-BASED DIVERSION PROGRAM" (SBDP) means an educational program or community-based service developed by the Parties for students who have committed first-time Focus Acts. SBDP will be an effective alternative to the filing of a petition of juvenile delinquency or criminal charges related to certain misconduct occurring on a school campus.

J. "SCHOOL POLICE OFFICER" is a sworn law enforcement officer of the CCSD Police Department.

K. "STUDENT" means a child under the age of 18 years enrolled in a CCSD school.

L. "STUDENT MISBEHAVIOR" refers to the breaching of CCSD's Code of Student Conduct, disruptions, and other transgressions or omissions by a student that occur on Public School Property.

M. "WARNING NOTICE" is an official notice of criminal violation for a school-related offense provided to the juvenile, and/or his parent or guardian, which offers an alternative diversion program as a consequence and remedial tool in lieu of filing a petition of juvenile delinquency.

IV. CLARK COUNTY SCHOOL JUSTICE PARTNERSHIP

The Parties hereby establish the CCSJP.

A. Purpose.

The purpose of the CCSJP is to convene interested stakeholders to design, propose, and evaluate strategies and plans to reduce the school-to-prison pipeline. This collaborative group votes on necessary steps to include in a formalized Agreement ultimately approved by the Parties described herein.

B. Composition.

Members of the CCSJP include representatives from the Parties and other stakeholder groups. An odd number of voting members are included to ensure conclusive voting decisions. Inaugural voting members are determined by the Parties and additional voting members are subsequently added by a vote of the CCSJP. Vacancies existing with CCSJP voting members are filled by a vote of the CCSJP.

Advisory Members attend all CCSJP meetings and provide ongoing input. Advisory members are from many stakeholder groups. They do not vote on recommendations to be included in the formalized Agreement.
C. Meetings.

The Parties shall ensure that the identified chairs of the CCSJP conduct periodic meetings to ensure compliance with the Agreement, evaluation of the Agreement, and needed revisions to the Agreement to ensure student success.

D. Voting and Proxies.

Voting members on the CCSJP vote on recommendations to add to the Agreement. Attendance of voting members is critical; however, a voting member, if absent, may provide their vote to a proxy which must be a current voting member. A majority of the voting members shall constitute a quorum. The vote of a majority of the voting members present at any meeting at which a quorum is present shall be the act of the CCSJP.

E. Modifications to the CCSJP.

Any modifications to the CCSJP configuration, voting processes related to recommendations, or membership composition shall be agreed upon by the voting members. Membership shall include several representatives from the Parties.

V. TERMS OF AGREEMENT/COMMITMENTS/ROLES

A. CCSD shall:

1. Participate in regular meetings on a schedule to be established by the Parties;
2. Share the Agreement with all stakeholders;
3. Provide necessary training on implementation of the Agreement to all stakeholders;
4. Continue the use of school-based interventions;
5. Provide Central Services support and resources as required to implement the Agreement;
6. Work collaboratively with all partners for implementation;
7. Monitor implementation of the Agreement;
8. Evaluate necessary data to assess the effectiveness of the Agreement;
9. Establish protocols for school leaders to properly implement the Agreement;
10. Integrate previous reform efforts (i.e., HOPE²) and ensure compliance with the Agreement; and
11. Collaborate with the other Parties to modify the Agreement as appropriate.

B. Juvenile Justice/District Attorney shall:

1. Participate in regular meetings on a schedule to be established by the Parties;
2. Share the Agreement with all stakeholders;
3. Provide necessary training on implementation of the Agreement to all stakeholders;
4. Provide support and resources as required to implement the Agreement;
5. Work collaboratively with all partners for implementation;
6. Monitor implementation of the Agreement;
7. Evaluate necessary data to assess the effectiveness of the Agreement;
8. Establish protocols for partners to provide proper support of the Agreement; and
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9. Collaborate with the other Parties to modify the Agreement as appropriate.

C. Role of School Police Officers.

1. The mission of school police officers is to ensure school safety and, as such, the safe educational climate at the school. School police officers are not responsible for the enforcement of school discipline, and shall not administer school punishment for violations of the CCSD Code of Student Conduct. Absent a real and immediate threat to a student, teacher, or other school official, and absent the situations described herein where school police officer intervention is deemed appropriate, school administrators shall be responsible for the handling of all violations of the Code of Student Conduct, and shall not direct a school police officer to take action contrarily to the terms, conditions, and spirit of this Agreement which would result in the unnecessary filing of a petition of juvenile delinquency or criminal charge.

2. The presence of school police officers on a school campus is necessary to provide a safe and secure learning environment. Their duties include, but are not limited to, deterring unauthorized access to school campuses and protecting students, staff, and the public from harm, violence, weapons, drugs, and other criminal/delinquent acts that may interfere with the educational environment. This mission is compromised when school police officers are utilized to handle students involved in Focus Acts or when applying traditional law enforcement responses to students committing Focus Acts.

3. School police officers will continue to apply community-oriented policing practices and safe school problem-solving techniques during student interactions on school campuses.

D. Responding to Student Misbehavior.

1. In the event a student misbehaves, school principals, their designees, and teachers will be the primary source of intervention and supports. The Code of Student Conduct, MTSS Matrix, and Exclusionary Behavior Incident Resolution Flowchart (Exclusionary Behavior Flowchart) provide detailed information on consequences and interventions, and guide the responses to particular types of misbehavior. In addition, school officials should make every effort to connect students to school or community-based support services, such as counseling, mentoring, or extracurricular activities (i.e., Black Student Union). Engagement of parents is also critically important during the initial and ongoing response to student misbehavior.

2. Many types of student misbehavior may technically meet the statutory requirements for non-violent misdemeanors but are best handled outside of the criminal justice system. In any school year, the first instance of student misbehavior that rises to the level of a non-violent misdemeanor and requires consultation with a police officer should neither result in arrest nor the filing of a petition of juvenile delinquency but should instead be handled through the Code of Student Conduct, MTSS Matrix, and Exclusionary Behavior Flowchart. Behavior that rises to the level of a felony offense is not included herein.
3. All personnel involved in school discipline decisions shall consider the surrounding circumstances including the student’s age, history, disability or special education status, and other factors that may have influenced the behavior of the student, the degree of harm caused, and the student’s willingness to repair the harm.

4. School leaders will be cognizant and address existing implicit bias of faculty and staff to ensure consistent disciplinary practices. If needed, training will be provided to ensure that disproportionate disciplinary practices are reduced.

5. The Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400, et seq., requires protections for students qualified for special education services and the need to enact a Manifestation Determination process for disciplinary infractions. The Parties shall comply with IDEA in implementing consequences, interventions, and supports in connection with the performance of the Parties’ obligations under this Agreement.

E. Subsequent Incidents.

1. Repeated incidents of Focus Acts shall result in graduated levels of school-based interventions and supports to include consequences by school administrators according to the Code of Student Conduct, MTSS Matrix, and Exclusionary Behavior Flowchart, and referral to law enforcement for certain incidents.

2. Upon the fifth incident in a school year that falls under these guidelines, a student may be referred to law enforcement, unless such referral is sooner required by the Code of Student Conduct and/or MTSS Matrix.

F. Discretion of Law Enforcement.

Nothing in this Agreement is intended to limit the discretion of law enforcement. Officers responding to an incident or consulting with school officials are encouraged to use their discretion in determining the best course of action, especially when using alternatives to arrest. While the option to use the criminal justice system is available for many incidents, the totality of the circumstances shall be taken into consideration, and any less punitive alternatives that ensure the safety of the school community should be considered. Nothing in this Agreement is intended to interfere with the rights and protections of a victim of a crime.

G. Consultations with Law Enforcement – Role of School Administrators.

1. School principals and their designee(s) are encouraged to talk to the student and evaluate the unique surrounding circumstances in each case.

2. Before referring a student to law enforcement, school principals or their designee(s) shall:

   a. Step 1. Consult the Code of Student Conduct and/or MTSS Matrix:

      Does the Code of Student Conduct and/or MTSS Matrix require consultation with law enforcement? If not, school principals, their designee(s), and teachers should determine
the consequences and interventions to be used without involving law enforcement.

b. Step 2. Consult with law enforcement:

If the Code of Student Conduct and/or MTSS Matrix requires consultation with law enforcement, work with law enforcement to assess and respond to the situation. A consultation does not mean that an arrest is necessary.

c. Step 3. Collaborate with law enforcement to resolve the situation:

If the law enforcement officer has exhausted his/her efforts to resolve the situation, could the student be held accountable through further intervention?

3. A student’s refusal to participate in the offered alternatives to arrest may result in referral to Juvenile Justice and, after input from Juvenile Justice, could be referred back to law enforcement.

4. If further support is needed but not available at the school level, school principals or their designee(s) may call the CCSD designee, Chief of School Police, for guidance.

5. Emergency and other situations may arise that require the immediate involvement of law enforcement. In such instances, school officials and law enforcement should confer after the situation has been diffused, but, if feasible, before any arrest is made, and follow the process outlined in this Agreement to ensure the most effective and least punitive means of discipline is being employed.

H. Consultations with Law Enforcement – Role of Law Enforcement.

Before making an arrest of a student for misbehavior on Public School Property, a law enforcement officer shall follow the steps and guiding questions below. If the situation is resolved short of arrest at any point during this process, the officer does not need to move on to the next step.

1. Step 1. Consult with the school principal or his/her designee(s):

Has the Code of Student Conduct and/or MTSS Matrix been followed? Could the issue be resolved by consequences within the school intervention and supports system (such as detention, suspension, or SBDP)?

2. Step 2. Evaluate the situation:

Considering all the surrounding circumstances, does this incident rise to the level of a gross misdemeanor or felony or pose a serious threat to school safety that necessitates an arrest? If so, the officer shall proceed to Step 6. If the behavior falls into the category of a non-violent misdemeanor, continue to the steps below. If the behavior is non-criminal or otherwise minor and not rising to any of these levels, it may be referred back to the school for consequences and interventions.
3. Step 3. Issue an informal warning or a Warning Notice:

Can the situation be resolved with an intervention and supportive approach that may include the officer talking to the student about his or her behavior; a verbal warning; taking the student out of the situation in order to de-escalate; or other intervention or a Warning Notice?

4. Step 4. Speak to the parents or guardians:

Can the situation be resolved by the officer talking to the student’s parents or guardians?

5. Step 5. Consider alternatives with the school principal or designee.

6. Step 6. After exhausting all of the above options, the officer may consider placing the student under arrest. The officer must ensure that the school principal or his/her designee is notified of any school-based arrest.

7. Step 7. Whether or not an arrest takes place, all contraband must be placed in the care and custody of the law enforcement personnel or CCSD Police to be disposed of according to state statute.

This section is not intended to impede or interfere with normal consultation with school police officers as part of a multi-disciplinary team within the context of the safe and respectful learning environment programs, a mental health intervention, or within the context of the Nevada SafeVoice Program.

I. Parental Notification.

In addition to the required notification of parents and legal guardians by the law enforcement officer taking the student into custody, school principals or their designee(s), after the school police investigation is complete, are responsible for ongoing communication with parents and legal guardians.

Parent engagement opportunities will continue to be expanded with this partnership and communicated to schools.

J. Violations of the Code of Student Conduct.

In the event that a student commits a violation of the Code of Student Conduct, the school principal, his/her designee(s), and teachers will be the primary sources of intervention and determination of disciplinary consequences. In addition, school officials should make every effort to connect students to school or community-based support services, such as counseling, mentoring, or extracurricular activities.
K. Exceptional Circumstances for Diversion of Focus Acts.

A petition of juvenile delinquency shall generally not be filed in relation to a student serving probation under the supervision of the juvenile court without first consulting with the assigned Juvenile Probation Officer and seeking the Juvenile Probation Officer’s approval, because Juvenile Probation Officers have the authority to take certain action without requiring a petition of juvenile delinquency.

L. Treatment of Elementary School Students.

The Parties agree that a petition of juvenile delinquency should not be filed on an elementary school student without first consulting with a representative from the District Attorney’s office. The age of elementary students demands that least restrictive measures are utilized to address the chronic disruptions of the student. Accordingly, elementary school students are not subject to the conditions, criteria, and guidelines of this Agreement, and shall be handled in accordance with their age and state of mind. School police officers may, in their discretion, formally divert elementary school students in accordance with the terms of this Agreement.

M. Administration of the School-based Diversion Program.

The SBDP shall be administered by CCSD in consultation with the Parties and the CCSJP. The SBDP develops, approves, and manages programs that serve youth diverted from the court process. The Parties agree that SBDP will assist school police officers and administrators in recommending programs appropriate for students referred for a Focus Act.

VI. MULTI-TIERED SYSTEM OF SUPPORTS MATRIX

Working copies of the MTSS Matrix and Exclusionary Behavior Flowchart will be actively used by school personnel. Revisions to the forthcoming documents will be ongoing.

VII. TRAINING

A. The Parties will ensure that members of their respective agencies, especially those directly interacting with students and making discipline or charging decisions, are trained in the content of this Agreement and the procedures of the SBDP, once finalized, within three months of the Effective Date of this Agreement. Training and implementation for existing stakeholders should be an ongoing process, and any new officers, employees, agents, representatives, contractors or subcontractors whose work relates to this Agreement should be trained as they are hired.

B. The Parties are committed to reducing the racial and ethnic disproportionality in the referrals of students to Juvenile Justice for formal processing. Therefore, the Parties will ensure that all school police officers, school police officer supervisors, school administrators, and Juvenile Justice Intake workers participate in ongoing equity workforce development training as available.
C. The Parties shall provide annual inter-agency training sessions for school police officers and other law enforcement agencies.

D. A collaborative training program will be provided to school-based personnel to assist with implementation of this Agreement.

VIII. PARENT ENGAGEMENT

Parent notification should be early and repetitive to ensure student success. The repetitious nature of parent contact should be a requirement to the MTSS Positive Behavior Flow Chart and with the work contained in this Agreement. Formal structures should be developed to ensure parental notification is occurring consistently.

IX. RE-ENGAGEMENT PROCESS FOR STUDENTS

A. The Parties shall establish appropriate and timely re-engagement practices for students returning to CCSD schools from long-term or short-term placements at correctional facilities or short-term detention facilities. In that regard, it is imperative for identified personnel from the responsible CCSD Central Services department(s) to provide accurate information to schools to assist with the transition of returning students. CCSD and Juvenile Justice personnel will develop appropriate protocols and systems for re-engagement practices.

B. Designated school-based and Juvenile Justice personnel will meet face-to-face with returning students prior to re-enrollment at a comprehensive school. The focus of the meeting(s) must include the identification of key faculty/staff member(s) whom the returning student can contact when necessary, review of school procedures to assist with the re-engagement process, and identification of resources necessary to support the student’s transition back to a comprehensive school setting. Prior to conducting such meeting(s), school-based, Central Services, and Juvenile Justice personnel will confer to develop a plan to ensure ongoing communication regarding the future success of returning students.

C. For students returning from short-term suspensions or alternative CCSD educational placements, school personnel will confer to develop a plan to ensure sustainable support and success upon a student’s return to a comprehensive school, and conduct one or more face-to-face meetings with returning students prior to enrollment at a comprehensive school to identify key faculty staff member(s) whom students can contact when necessary, review school procedures to assist with the re-engagement process, and identify resources necessary to support the transition back to a comprehensive school setting.

X. ASSET MAPPING/RESOURCES TO SUPPORT

A. A comprehensive asset map will be provided to schools to identify the existing resources that are available to facilitate the implementation of this Agreement. The asset map will be revised periodically to ensure that timely and accurate resources are shared with stakeholders.

B. CCSD and Juvenile Justice personnel will ensure that service providers are required to show metrics and research to demonstrate effectiveness.
XI. DATA ANALYTICS

A. CCSD and Juvenile Justice shall collect data reflecting all school-based arrests, referrals to law enforcement, and filing of petitions of juvenile delinquency, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and English Language Learner status.

B. Each month, this data will be delivered to the CCSJP Advisory Board to monitor compliance with the terms of this Agreement, the overall number of minor incidents being handled by the juvenile justice system, and reductions in race-based disparate treatment. In addition, these factors should be included in reviewing each school’s overall school climate.

XII. FOCUS ACT(S) DELINEATION

First offense Focus Acts are delineated in the Code of Student Conduct and/or MTSS Matrix.

XIII. ADDITIONAL TERMS AND CONDITIONS

A. Dispute Resolution.

Prior to resorting to judicial intervention pursuant to Section XIII(H), all conflicts or disputes between the Parties relating to this Agreement shall be subject to the following procedures:

1. On or prior to the Effective Date, each Party shall identify, in writing to the other Parties, a liaison to communicate with the other Parties regarding any conflicts or disputes arising out of this Agreement.

2. All conflicts or disputes should first be discussed between the liaisons, who shall attempt to resolve such conflicts or disputes in good faith. If the liaisons are unable to resolve such conflicts or disputes, the issue(s) in conflict or dispute shall be presented to the voting membership of the CCSJP to attempt to facilitate a resolution.

3. If the CCSJP is unable to facilitate a resolution, the conflict or dispute may be submitted for judicial resolution in accordance with Section XIII(H).

B. No Waiver of Sovereign Immunity.

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable, or of any rights or limits to liability existing under NRS Chapter 41, the Nevada Constitution, or any other applicable state or federal law. This section shall survive the termination of all performance or obligations under this Agreement, and shall be fully binding until such time as any judicial proceeding that may be brought under this Agreement is barred by any applicable statute of limitations.
C. No Third Party Beneficiaries.

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by a Party to be sued by any third parties with respect to any matter arising out of this Agreement.

D. Equal Opportunity.

No person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties’ respective duties, responsibilities, and obligations under this Agreement.

E. Public Records.

1. This Agreement is a public record under NRS Chapter 239, and may be subject to public inspection and/or copying.

2. Each Party shall maintain its own records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public records request served upon it pursuant to NRS Chapter 239 or any other law applicable to the disclosure of public records, and any resulting award of attorney fees for non-compliance with such law(s).

F. Student Records.

Notwithstanding any provision to the contrary within this Agreement, the Parties shall fully comply with the requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g and 34 C.F.R. Part 99), NRS Chapter 386, any applicable privileges enumerated in NRS Chapter 49, and any other state or federal law or regulation regarding the confidentiality or disclosure of student information and records.

G. Compliance with Laws.

Each Party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations under this Agreement.

H. Governing Law, Venue, and Jurisdiction.

This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Nevada. Subject to the requirements set forth in Section XIV(A), any controversies arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the state or federal court(s) having
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jurisdiction over the matter(s) in dispute in Clark County, Nevada.

I. Entirety of Agreement.

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

J. Binding Effect.

This Agreement shall not be binding upon the Parties or their respective successors and assigns.

K. Assignment.

Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any Party without the prior written consent of the other Parties. There shall be no partial assignments of this Agreement.

L. Captions.

The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement, and shall not be construed to create a conflict with the provisions of this Agreement.

M. Severability.

In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held to be invalid, illegal, unlawful, unenforceable or void in any respect by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

N. Preparation of Agreement.

The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
O. Amendments.

1. This Agreement may be modified at any time by a written amendment signed by all Parties.

2. The Parties shall meet twice a year, at the end of each semester, with the intent to provide oversight of the Agreement and make recommendations to the heads of each Party regarding any proposed modifications to the Agreement.

P. Waiver.

The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party’s failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party(ies) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained, and shall not be deemed a continuing or future waiver.

Q. Authority.

Each person signing this Agreement on behalf of a Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party upon whose behalf he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

R. Liability and Insurance.

1. Each Party shall be responsible for its acts of negligence or the negligent acts of its trustees, officers, employees, agents, representatives, contractors, and/or subcontractors when acting within the scope of their employment, subject to the limitations on liability under NRS Chapter 41.

2. Each Party shall carry commercial general liability and workers’ compensation insurance, or shall self-insure, in accordance with the Nevada Revised Statutes. Such insurance shall be written by a company licensed by the State of Nevada, and shall respond in tort in accordance with NRS Chapter 41. The Parties shall also maintain protection (insurance or self-approved insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.

S. Effective Date.

This Agreement shall become effective on the date that the last signature is placed hereon (the Effective Date).

T. Withdrawal from Agreement.

A Party may terminate its participation in this Agreement by providing written notice to all other Parties of its intent to withdraw ninety days from the date of the letter. Within thirty days
CLARK COUNTY SCHOOL JUSTICE PARTNERSHIP
MEMORANDUM OF UNDERSTANDING

from the date of a termination letter, the Parties shall convene to discuss a resolution. The Party wishing to terminate may withdraw at the end of the original ninety days if a resolution is not reached, by providing notice of withdrawal in accordance with Section XIV(V). The remaining Parties shall execute an amended agreement reflecting such withdrawal as soon as practicable thereafter.

U. Notice.

When any of the Parties desire to give notice to the other Parties, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the other Parties. The addresses for giving notice shall remain as set forth below unless changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following addresses for giving notice under this Agreement:

Clark County School District
5100 West Sahara Avenue
Las Vegas, Nevada 89146

Clark County Department of Juvenile Justice Services
601 North Pecos Road
Las Vegas, Nevada 89101

Office of the Clark County District Attorney
301 East Clark Avenue
Las Vegas, Nevada 89101

V. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile copies or PDF copies of this Agreement sent by email, and any signatures thereon, shall be considered as originals for all purposes. Copies of the signature page(s) shall be provided to all Parties.

W. DURATION AND TERMINATION

This Agreement shall become effective on the Effective Date, and shall remain in full force and effect until such time as terminated by mutual written agreement among the Parties.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the date first written above.

Signatures on following page
CLARK COUNTY SCHOOL JUSTICE PARTNERSHIP
MEMORANDUM OF UNDERSTANDING

CLARK COUNTY SCHOOL DISTRICT

By: __________________________
Print Name: ___________________
Title: _________________________

Approved as to form by:

Interim General Counsel

CLARK COUNTY DEPARTMENT OF
JUVENILE JUSTICE SERVICES

By: __________________________
Print Name: ___________________
Title: _________________________

Approved as to form by:

Clark County Deputy District Attorney

OFFICE OF THE CLARK COUNTY
DISTRICT ATTORNEY

By: __________________________
Print Name: ___________________
Title: _________________________

Reference 5.02