

*Lee County, Florida, Chapter of the National  
Association for the Advancement of Colored People  
and the  
School District of Lee County*



**Agreement between the Lee County, Florida, Chapter of the National Association for the Advancement of Colored People and the School District of Lee County**

*The following is an Agreement between the School District of Lee County (District) and the Lee County, Florida Branch of the National Association for the Advancement of Colored People (NAACP). The goals of the District are to ensure that each student achieves his/her highest personal potential and to become a world-class school system. The fair and appropriate implementation of student discipline policies and procedures that are grounded in evidence-based research is one means of advancing those objectives. The goals of the NAACP are to advance and defend the rights of students of color and eliminate discrimination and racial disparities in the District. This Agreement is entered into by the parties in an effort to improve the relationship between the District and the NAACP and to improve the educational opportunities of the District's students of color. The District recognizes that racial equity is an integral part of a public school education and that racial equity and the mission of the District require that all students be provided equitable educational opportunities. Therefore, the District is committed to ensuring that, to the maximum extent possible, its student discipline policies and procedures are designed and implemented in such a way as to ensure that disciplinary sanctions do not include the loss of educational instruction time for any students, except in those cases where it is necessary to ensure the immediate safety of students and staff, when it is the only means of ensuring that student misbehavior does not substantially interfere with the delivery of educational instruction to others, or when it is required by applicable law. Upon execution of this Agreement and throughout the term of this Agreement, the District will ensure to the maximum extent possible that misbehavior is addressed in a manner that does not require removal from the educational program. Furthermore, the District is committed to applying school discipline policies and practices in a manner that is in compliance with Title VI and Sec. 504 of the Rehabilitation Act, and its implementing regulation.*

In an effort to foster the foregoing, the parties agree to the following:

1. The District will create and fund an Office of Diversity and Inclusion which will focus on eliminating racial and socioeconomic inequities within the district to include: eliminating achievement gaps and disparities in student discipline, improving learning opportunities for students of color improving diversity of district and school staff, developing more equitable and inclusive employment practices, providing diversity and equity training to district and school leadership and staff, and to provide compliance assistance pertaining to educational equity. The Office will be staffed by a Director of Diversity and Inclusion and other staff who will report directly to the Superintendent. The Office will have autonomy and the ability to issue reports and investigate matters regarding diversity and equitable opportunities for all students and employees.

2. The District will continue its efforts in the area of restorative disciplinary practices and alternatives to suspension. The parties acknowledge that three years ago, the District revised its Code of Conduct with Restorative Practices as the focus of the revisions. As a result of these revisions, principals were given options for level I, II, and III offenses and out of school suspensions have been reduced as have the commission of certain offenses. The District's efforts in this area have produced evidence of a significant reduction in out of school suspensions and disciplinary transfers to the District's alternative education setting. The District will provide adequate and equitable funding for alternative education.

The District will review and revise its student discipline policies as necessary to continue working towards reducing out of school suspensions and disciplinary transfers to the District's alternative education setting. The District will ensure that its student discipline policies are written and organized in such a way that they are easily understood by students, teachers/staff, and parents. In accordance with Title II of ESSA, to avoid misbehavior and exclusionary discipline, the District will train appropriate instructional personnel to identify students in need of intervention, support and referrals. Referrals shall include District provided counseling and therapy services. The District will continue to implement the disparate discipline provisions of ESSA. The policies will be more equitable and based on those that have succeeded in other Florida school districts (e.g. Miami-Dade County banning suspensions, Broward County working with the Center for Policing Disparity to conduct surveys, creating new guidelines for addressing non-violent misdemeanor offenses at schools, clearly defining when law enforcement is necessary and specifying what matters are to be addressed by school resources) serving primarily students of color-

3. The District will continue to review its student disciplinary processes and gather community input through organizations such as the NAACP and other community groups on a quarterly basis. The focus will be on restorative practices and not punitive measures. In addition, the District will ensure that school staff continue to have available to them appropriate resources and support in order to provide effective classroom management.

4. The District will convene community forums and public conversations on a quarterly basis to respond to community concerns about racial equity in the District. The forums and conversations will take place over a series of months in each School Board member district, specifically in communities the NAACP identifies as communities that have distinct educational challenges and include community members that would not typically have a chance to regularly attend School Board meetings or participate through typical channels. Meaningful feedback will be gathered and preserved for presentation to the School Board.

The School Board shall also solicit input via students, district staff, and community members by:

- a. Inviting students who have been subjected to disciplinary consequences and students who are struggling academically to participate on or provide input to the School Board (students should be able to share their experiences without fear of retaliation)

- b. Encouraging students to identify the aspects of the District's educational program they see as positive and likely to encourage positive student behavior
- c. Providing parents the opportunity to raise concerns or suggestions regarding the improvement of the District's disciplinary policies, including any issues in connection with fairness and non-discrimination
- d. Advising parents or guardians of the right of students to appropriate due process in connection with any disciplinary action taken or proposed by the District;
- e. Advising parents or guardians whom they may contact if they have any concerns about the manner in which the District's discipline policies are being implemented.

5. The District's Office of Diversity and Inclusion along with the Department of Professional Development will provide ongoing training for staff and administrators regarding structural racism, implicit bias, and the disparities that exist in the District in the areas of student discipline, achievement and employment. The District will continue and expand upon training that will include a focus on cultural awareness, cultural competency, implicit bias and diversity to enable employees of the District to better understand different student and employee cultures. The training should also inform teachers on how to incorporate more subject matter relevant to students of color. The training will include a component that will outline the responsibility of all staff to report incidents of bias, discrimination or harassment based on race and/or national origin and provide instruction on how to recognize, take steps reasonably designed to prevent and respond appropriately to such discrimination or harassment. Staff and administrators that are in positions of processing, investigating or resolving complaints of bias, discrimination or harassment will receive additional training on how to conduct and document an investigation in an equitable, reliable and impartial manner, as well as the appropriate legal standards to apply and the appropriate disciplinary measures to undertake.

6. The District shall regularly present statistics to school leaders about disparities in their schools. Additionally, beginning with the 2018- 2019 school year, the District will collect data, by school, regarding referrals for student discipline, the imposition of disciplinary sanctions, referrals to law enforcement, and expulsion at all District schools.

The data collected will include, but not be limited to:

- a. The student's name, identification number, race, sex, and grade;
- b. The student's disability and ELL status, if applicable;
- c. The date of the referral, if any;
- d. The specific offense(s) for which the referral was made;
- e. The referring staff member (by staff identification/employee number);

- f. The type of class from which the referral was made or other specific settings (e.g., bus referral, hallway referral);
- g. The specific offense for which the student was punished and the penalty/sanction imposed or, if no offense was charged or penalty/sanction imposed, the reason why;
- h. The outcome of the hearing, if applicable;
- i. The date the penalty/sanction was imposed;
- j. The length of the penalty/sanction (in number of days);
- k. The staff member who assigned the penalty/sanction (by staff identification/employee number);
- l. Whether school-based or local law enforcement were involved (e.g., law enforcement was notified of the offense);
- m. Whether the referral to law enforcement was mandatory and, if so, the statute or ordinance governing the referral;
- n. Whether the student was arrested as a result of school-based or law enforcement involvement;
- o. Any other non-punitive outcomes arising out of each referral incident, including, but not limited to, referral for homebound services, disability evaluation; and
- p. Whether the student was given access to appropriate due process procedures in connection with the penalty/sanction.

Additionally, at the end of each school semester, the District will share student discipline and racial and ethnic disparity data with the NAACP regarding student discipline. The District will work directly with the NAACP to determine the data points that will be shared and the frequency with which the data will be shared.

7. The District shall provide training to all school based administrators regarding the appropriate protocol for the use and engagement of School Resource Officers in their school. This training shall include the basis for the use of an SRO and the appropriate use of law enforcement in schools.

The school district shall also explore entering into a memorandum of understanding or interagency agreement with the local police and sheriff's department to more compassionately and effectively address students with complex behavior issues. The District will encourage compliance with the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act.

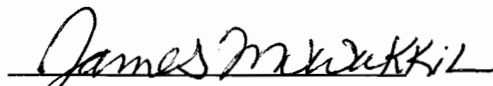
8. The District will continue to allocate resources in a manner that allows schools that are in the most need of resources to receive additional funding or funding greater than those schools that do not demonstrate such a need.

9. Upon execution of this Agreement the NAACP agrees to withdraw its Complaint that has been filed with the USDOE, Office for Civil Rights in Atlanta, Georgia. As a result, the NAACP acknowledges that OCR shall not have any responsibility or obligation under this Agreement.

10. The provisions of this Agreement will be subject to quarterly reporting to be scheduled between the District and the NAACP. This reporting should be comprised of a written summary of updates on all of the provisions in this document and other relevant information, but may also include an in-person meeting between the District and the NAACP.

11. The District understands and acknowledges that the NAACP can initiate state or federal administrative and/or judicial proceedings to enforce the terms of this Agreement.

Signed:

  
Lee County NAACP

Branch President, Unit #5110

DATE

  
Superintendent

DATE 8/21/16