



U.S. Department of Justice

Office of Justice Programs

Office for Civil Rights

Washington, D.C. 20531

August 10, 2016

VIA CERTIFIED AND ELECTRONIC MAIL

Leon Lott, Sheriff
Richland County Sheriff's Department
5623 Two Notch Road
Columbia, South Carolina 29223

Re: Compliance Review of the Richland County Sheriff's Dep't (15-OCR-678)

Dear Sheriff Lott:

I write to advise you of the resolution of the Compliance Review initiated by the Office of Justice Programs' (OJP) Office for Civil Rights (OCR), within the U.S. Department of Justice (DOJ). This Compliance Review examined the Richland County Sheriff's Department's (RCSD) School Resource Officer (SRO) program, focusing on its adherence to federal civil rights laws prohibiting discrimination based on race, color, national origin, and disability. In order to promptly enact changes to the RCSD's SRO program and quickly enhance service delivery to the community, the OCR and the RCSD mutually agreed to enter into the enclosed Voluntary Resolution Agreement (Agreement) prior to the completion of the OCR's investigation. Under the Agreement, the RCSD will take comprehensive action to address the issues examined by the OCR and improve its SRO program.

The OCR's School Resource Officer Compliance Review Initiative

The DOJ is working on multiple fronts to stem the "school-to-prison pipeline," which is the collection of local policies and practices that can push students out of classrooms and into the juvenile and criminal justice systems.¹ To support the DOJ's effort, the OCR launched a compliance review initiative to evaluate whether SRO programs, including the RCSD's, are complying with the federal civil rights laws that DOJ enforces. Ensuring that school-based law enforcement programs adhere to their civil rights responsibilities is a critical component of dismantling the school-to-prison pipeline because of the disproportionate impact school-based arrests and referrals to law enforcement have on students of color and students with disabilities.²

¹ Press Release, Department of Justice Office of Public Affairs, Attorney General Holder, Secretary Duncan Announce Effort to Respond to School-to-Prison Pipeline by Supporting Good Discipline Practices (July 21, 2011), <https://www.justice.gov/opa/pr/attorney-general-holder-secretary-duncan-announce-effort-respond-school-prison-pipeline>.

² For example, according to the 2013-2014 U.S. Department of Education Civil Rights Data Collection, black students are 2.3 times as likely to receive a referral to law enforcement or be subject to a school-related arrest as

School-based law enforcement strategies must include age-appropriate, nondiscriminatory responses to student misbehavior and should ensure that school personnel, not law enforcement, administer routine student discipline.³ Meeting this standard requires SRO programs to work closely with school systems and other partners, intensively train their officers, and to collect and regularly analyze data on each school-based law enforcement program.⁴

Relevant Legal Standards

The OCR is responsible for ensuring that recipients of federal financial assistance from the DOJ's Office of Community Oriented Policing Services (COPS Office), the Office on Violence Against Women, the OJP, and OJP components comply with applicable federal civil rights laws. These laws include: Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations;⁵ the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act) and its implementing regulations;⁶ Section 504 of the Rehabilitation Act of 1973 (Section 504) and its implementing regulations;⁷ and Title II of the Americans with Disabilities Act of 1990 (ADA) and its implementing regulations.⁸ The RCSD is a recipient of financial assistance from the DOJ,⁹ and is a public entity; therefore it is subject to these laws and its SRO program may not discriminate based on race, color, national origin, or disability, as well as sex or religion. The OCR investigates alleged race- or disability-based discrimination in the context of a school-based law enforcement program based on federal statutory authority, pertinent case law, and the DOJ's regulations and policies.

Title VI and the Safe Streets Act prohibit discrimination based on race, color, or national origin by any program or activity receiving Federal financial assistance.¹⁰ In the context of examining SRO programs, we note that school-based law enforcement policies and practices can result in unlawful discrimination based on race in multiple ways, including when students are intentionally subject to different treatment on account of their race or when the law enforcement agency utilizes a method of administration that has the effect of discriminating, such as enforcing nonessential policies that are neutral on their face.¹¹

white students. U.S. Dep't of Educ. Office for Civil Rights, *Civil Rights Data Collection: Data Snapshot 4* (June 7, 2016), <http://www2.ed.gov/about/offices/list/ocr/docs/2013-14-first-look.pdf>.

³ U.S. Dep't of Educ. and U.S. Dep't of Justice, *Dear Colleague Letter: Nondiscriminatory Administration of School Discipline 27-28* (Jan. 8, 2014) (Dear Colleague Letter), <http://www2.ed.gov/about/offices/list/ocr/letters/colleague-201401-title-vi.pdf>.

⁴ See *Id.*; Office of Community Oriented Policing Services, U.S. Dep't of Justice, *Fact Sheet, Memorandum of Understanding for School-Based Partnerships* (Sept. 2014), http://www.cops.usdoj.gov/pdf/2014_MOU-FactSheet_v3_092513.pdf.

⁵ 42 U.S.C. §2000d (2012); 28 C.F.R. §§ 42.101-112 (2015).

⁶ 42 U.S.C. §3789d; 28 C.F.R. §§ 42.201-215.

⁷ 29 U.S.C. §794 (2012); 28 C.F.R. §§ 42.501-.540.

⁸ 42 U.S.C. §12132; 28 C.F.R. pt. 35.

⁹ The RCSD is a current recipient of approximately \$1,400,000.00 in OJP and COPS Office funding, including a \$500,000.00 COPS Hiring Program grant for School Resource Officers.

¹⁰ 42 U.S.C. § 2000d; 42 U.S.C. § 3789d(c)(1).

¹¹ 28 C.F.R. § 42.104(a)-(b); Dear Colleague Letter at 6-12.

Section 504 prohibits discrimination on the basis of disability by recipients of Federal financial assistance from the DOJ.¹² Title II of the ADA contains a similar prohibition on disability discrimination by any public entity, including law enforcement agencies, regardless of whether it receives Federal financial assistance.¹³ These laws require SRO programs to provide the same services to students with disabilities that are provided to others, unless different services are needed to provide those students with services that are as effective as those provided to individuals without disabilities.¹⁴ Both Section 504 and the ADA also prohibit utilizing methods of administration that have the effect of subjecting individuals with disabilities to discrimination on the basis of their disability.¹⁵ These laws also require law enforcement agencies to make reasonable modifications to their policies, practices, and procedures when necessary to avoid disability-based discrimination.¹⁶ The ADA requires that an SRO program take appropriate steps to ensure effective communication with students with disabilities, including by providing needed auxiliary aids and services.¹⁷

Initial Review of the RCSD School Resource Officer Program

The OCR selected the RCSD SRO program as the subject of a compliance review based on several factors, including the amount of federal financial assistance awarded to the RCSD and data collected by the DOJ and other federal agencies on the county's juvenile population and arrest rates; information on school-based arrests, referrals to law enforcement and exclusionary discipline in the county; and concerns about the SRO program voiced by Richland County community members to the DOJ.¹⁸

The RCSD SRO program has approximately 75 officers stationed at over 60 schools, including high schools, alternative schools, middle schools, and elementary schools. The SRO program serves three public school districts: Richland County School District One, Richland County School District Two, and School District Five of Lexington and Richland Counties.

The OCR reviewed a large volume of information provided by the RCSD in response to the OCR's data request, including RCSD policies, memoranda of understanding between the RCSD and the school districts its SRO program serves, SRO program training materials, and SRO arrest records. In September of 2015, the OCR visited the RCSD and some of the schools served by the RCSD SRO program. These visits included interviews with RCSD command staff, RCSD

¹² 28 C.F.R. § 42.503.

¹³ 42 U.S.C. § 12132.

¹⁴ 28 C.F.R. § 35.130(b)(1)(iv); 28 C.F.R. § 42.503(b)(1)(iii).

¹⁵ 28 C.F.R. § 35.130(b)(3); 28 C.F.R. § 42.503(b)(3).

¹⁶ 28 C.F.R. § 35.130(b)(7); 28 C.F.R. § 42.503(b)(1). *See also* U.S. Dep't of Justice, *Commonly Asked Questions About the Americans with Disabilities Act and Law Enforcement*, § V (Apr. 4, 2006), http://www.ada.gov/q&a_law.htm.

¹⁷ 28 C.F.R. § 35.160(a)-(b).

¹⁸ *See* 28 C.F.R. § 42.206(c); Office of Juvenile Justice and Delinquency Prevention, U.S. Dep't of Justice, *Easy Access to Juvenile Populations (EZAPOP), Population Profiles*, <http://www.ojjdp.gov/ojstatbb/ezapop/> (last visited July 5, 2016); U.S. Bureau of Justice Statistics,); U.S. Dep't of Justice, *Arrest Data Analysis Tool*, <http://www.bjs.gov/index.cfm?ty=datool&surl=/arrests/index.cfm> (last visited August 9, 2016); Office for Civil Rights, U.S. Dep't of Educ., *Civil Rights Data Collection 2011-12*, <http://ocrdata.ed.gov/> (last visited August 9, 2016).

SROs, and school administrators. Additionally, the OCR gathered information from local youth advocates.

Voluntary Resolution Agreement

In the interest of quickly improving services for students, the OCR and the RCSD agreed to resolve the Compliance Review prior to its completion. On August 9, 2016, the RCSD signed the enclosed Agreement. The OCR will monitor implementation of the Agreement. Pursuant to the Agreement, the RCSD will:

- Conduct a comprehensive assessment of the RCSD SRO program, including interviews of RCSD personnel and community stakeholders, data analysis, and a review and revision of the SRO program's policies, procedures, and practices;
- Institute a program of detailed data collection and analysis to assist the SRO program's compliance with civil rights laws;
- Develop policies on meeting the needs of students with disabilities and minimizing school-based seizures and arrests;
- Provide intensive, annual professional development to the RCSD SROs on de-escalation, bias-free policing, adolescent development, and other topics designed to appropriately meet the needs of students with disabilities and reduce racial and ethnic disparities in seizure and arrest rates, as well as generally improve the SRO program;
- Collaborate with the school districts the RCSD SRO program serves in order to implement the Agreement and appropriately revise the governing memoranda of understanding; and
- Establish a community working group, that includes parents and students, to provide the RCSD SRO program with recommendations for improvement, particularly with regard to civil rights matters.

We wish to thank you, and your staff, for your cooperation with this Compliance Review. Federal law protects persons who participated in the OCR's Compliance Review from retaliation for having provided information to the OCR. The OCR will initiate an investigation if it receives credible evidence of reprisal. This letter and the Voluntary Resolution Agreement are public documents that the OCR will post on its website.

If you have any questions please contact either Rachel Glickman, at Rachel.Glickman@usdoj.gov, or Shelley Langguth, at Shelley.Langguth2@usdoj.gov.

Sincerely,



Michael Alston

Enclosure

**VOLUNTARY RESOLUTION AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF JUSTICE AND
THE RICHLAND COUNTY SHERIFF'S DEPARTMENT**

The U.S. Department of Justice (DOJ) and the Richland County Sheriff's Department (RCSD), located in Columbia, South Carolina, enter into this Voluntary Resolution Agreement to resolve the Office of Justice Programs (OJP), Office for Civil Rights' (OCR) Compliance Review of the RCSD's School Resource Officer (SRO) program.

I. Preliminary Statement

1. The OCR initiated a Compliance Review of the RCSD SRO program on May 22, 2015, to assess whether the SRO program was in compliance with federal civil rights laws that prohibit discrimination against students based on race, color, national origin, or disability. This Compliance Review was opened under the OCR's authority to ensure that recipients of DOJ funding are complying with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d, and its implementing regulations at 28 C.F.R. §§ 42.101-.112; the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d, and its implementing regulations at 28 C.F.R. §§ 42.201-.215; Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. §794, and its implementing regulations at 28 C.F.R. §§ 42.501-.540; and Title II of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12132, and its implementing regulations at 28 C.F.R. Part 35. The RCSD is a current recipient of funding from the DOJ.
2. As part of the Compliance Review, the OCR reviewed documents and other data provided by the RCSD, including RCSD policies, SRO program training materials, and SRO arrest records. The OCR also conducted site visits to the RCSD and schools served by the RCSD SRO program. These visits included interviews with RCSD command staff, RCSD SROs, and school administrators. Additionally, the OCR engaged with community members and local stakeholders. The RCSD cooperated fully with the OCR during the Compliance Review.
3. In the interest of resolving the Compliance Review, the DOJ and the RCSD enter into this Voluntary Resolution Agreement, or Agreement, which is the product of voluntary compliance negotiations between the DOJ and the RCSD. The OCR has not completed the Compliance Review, thus has not made a compliance determination. This agreement is a joint effort to guarantee the RCSD's full commitment to ensuring the SRO program is in full compliance with federal civil rights laws prohibiting discrimination of students based on race, color, national origin or disability.
4. The RCSD SROs are committed and will continue to contribute positively to their school communities by serving as mentors and law-related educators, in addition to their responsibilities to protect the safety of students and school personnel. However,

SRO duties shall not include involvement in classroom management or school discipline matters that should be appropriately handled by school staff.

II. Definitions

5. "Arrest" means any taking of a student into RCSD custody by an SRO or subsequent investigation by an SRO when the RCSD has probable cause to believe that the student has committed a crime, even if the student would otherwise be considered detained as a "child" or "juvenile," as defined by S.C. Code Ann. § 63-19-20. An arrest occurs whether the student is transported to a secure detention facility or released to the custody of the student's parent or legal guardian or, in limited circumstances, on the student's own recognizance.
6. "Days" means calendar days. If any deadline referenced in the Agreement should fall on a weekend or federal, county, or state holiday, the deadline shall be moved to the next business day.
7. "Diversion" means a formal or informal mechanism designed to hold youth accountable for their actions by sanctioning behavior and in some cases securing services, but at the same time generally avoiding formal court processing in the juvenile justice system.
8. "Effective date of the Agreement" is August 12, 2016.
9. "Memorandum of understanding (MOU)" means an interagency agreement used to delineate specific roles and responsibilities of the partnering agencies, including the agreements signed between the RCSD and the school districts. These interagency agreements must clearly define the roles and responsibilities of the partners involved, including school districts, boards or departments of education, school administration officials, law enforcement agencies and SROs, and students and parents.
10. "Parent" means either the biological or adoptive parent of the student, or both; the student's legal guardian; or other person legally responsible for a student under state law.
11. "Period of the Agreement" means three years from the effective date of the Agreement, unless the OCR notifies the RCSD in writing prior to the expiration date that the RCSD has not fulfilled its obligations under the Agreement, in which case the Agreement is extended until the date the OCR concludes that the RCSD has achieved substantial compliance with its obligations under the Agreement.
12. "Referral" means a school district's decision to refer a student's behavior to an SRO.
13. "School-based arrest" means any arrest of a school district student, either on a school district campus, on school-related transportation, at an off-campus school function, or off campus for conduct that occurred on campus.

14. "School districts" means Richland County School District One, Richland County School District Two, and Lexington-Richland School District Five.
15. "School Resource Officer (SRO)" means a person who is a sworn law enforcement officer and assigned to one or more school districts with the primary responsibility to act as a law enforcement officer, advisor, and law-related educator for that school district. The SROs must comply with the requirements set forth in 42 U.S.C. § 3796dd-8(4) and S.C. Code Ann. § 5-7-12, as appropriate.
16. "Seizure" means any instance in which an RCSD SRO's words or actions convey to a reasonable student, based on the student's age and mental maturity, that the student is not free to leave at the student's will.
17. "Student with a disability" means a student that either has a physical or mental impairment that substantially limits a major life activity; has a record of such an impairment; or is regarded as having such an impairment. 29 U.S.C. § 705(9)(B), (20)(B); 42 U.S.C. § 12102(1).
18. "Use of force" in a school setting means any physical contact or coercion used to control or restrain a student. The term does not include a physical escort, which is a temporary touching of the hand, wrist, arm, shoulder, or back for the purpose of guiding or directing a student who is acting out to walk to a safe location.

III. OCR Monitoring of the Agreement

19. As of the effective date of the Agreement, the OCR will monitor the RCSD's compliance with the terms of this Agreement by reviewing the data and reports submitted by the RCSD, as described herein in paragraphs 23(b), 24, 29, 35, 40, 41, 42, 44, 48, 50, 64, 65, 67, and 73.
20. As of the effective date of the Agreement, the OCR will review and approve all policies, procedures, and training developed or planned pursuant to this Agreement, as described in paragraphs 43, 53, 56, 58, 63, and 73. No policy, procedure, or training may be finalized without prior written approval from the OCR.

IV. RCSD Collaboration with Consultants

21. In order to provide ongoing assistance in ensuring non-discrimination in its SRO program, the RCSD will retain one or more qualified external consultants or consultant organizations. The consultants should collectively have expertise in policing in a school context or police interactions with youth; developing law enforcement policies; and quantitative data analysis.
22. The consultant(s) will assist the RCSD in implementing the terms of this Agreement, including:

- a. Data collection, including gathering statistical information and interviewing relevant stakeholders;
 - b. Evaluating and responding appropriately to data about the SRO program;
 - c. Addressing any disparities implicating race, color, national origin or disability in the SRO program's arrest and seizure rates;
 - d. Developing policies and procedures to appropriately serve students with disabilities, including through reasonable modification to policies, practices, and procedures;
 - e. Planning and delivering effective training programs to SROs; and
 - f. Developing policies and procedures to minimize school-based arrest, seizure, and use of force, as well as policies and procedures to ensure that SROs are not involved in the administration of school discipline or in routine classroom management.
23. Each consultant will be mutually agreed upon by the RCSD and the OCR. The RCSD may independently retain one or more qualified third-party consultants or use the resources available through the OJP Diagnostic Center to engage one or more qualified consultants. The scope of work shall be consistent with the consultant's role as described in Section V through VIII of this Agreement.
- a. If the RCSD chooses to use the resources available through the OJP Diagnostic Center to engage one or more consultants, it will provide input to the OCR on possible consultants, but the ultimate selection of each consultant will be made by the OJP Diagnostic Center. The OJP Diagnostic Center services will be provided to the RCSD free of charge; however, the RCSD may be responsible for providing payment to outside vendors for particular services (e.g., specific training, technology licensing). The RCSD will not be required to pay more than \$25,000.00 during the Period of the Agreement for services related to this agreement as identified by the OJP Diagnostic Center.
 - b. If the RCSD chooses to independently retain one or more third-party consultants, the RCSD will inform the OCR of its proposed consultant(s) and provide information on each individual's or organization's credentials within 45 days of the effective date of the Agreement. The OCR will respond within 15 days. If the OCR objects to a proposed consultant, the RCSD will then select a new proposed consultant within 45 days and the selection and approval process will repeat until a consultant is approved. Within 30 days of the OCR's approval of a third-party consultant, the RCSD will provide the OCR with a contract or other engagement letter documenting that the RCSD has retained the consultant and delineating the scope of the work that the consultant will perform for the RCSD.

24. The RCSD will make any consultant available to speak with the OCR on an ongoing basis regarding implementation of the terms of this Agreement.
25. The RCSD will require each consultant to sign a confidentiality agreement requiring the consultant not to communicate publicly about its work to implement this Agreement without the written consent of both the RCSD and the OCR.

V. Initial Data Collection and Review of the RCSD SRO Program

26. With assistance from one or more consultants, the RCSD will undertake a comprehensive review of the SRO program to determine its strengths, challenges, and opportunities for improved civil rights compliance.
27. The program review will include an analysis of the SRO program's incident reports and the data on its school-based referrals, self-initiated actions by SROs, seizures, and arrests for the 2014-15 and 2015-16 school years. At a minimum, this review must examine, to the extent possible given existing data, the following incident level variables:
 - a. The school district
 - b. The school
 - c. The individual making the referral, by name and title
 - d. Names and ranks of all SROs and other responding officers involved
 - e. The SRO supervisor who reviewed the incident report
 - f. The student's name or student identification number
 - g. The date of the incident
 - h. The specific location of the incident
 - i. A description of the incident, including whether the student was searched by the SRO
 - j. Any offense the student was charged with by the RCSD
 - k. Any disciplinary code infractions the school district imposed on the student during the same incident
 - l. The student's race and/or ethnicity
 - m. The student's disability, if any
 - n. The student's sex
 - o. The student's age
 - p. The student's grade level
 - q. Whether the student is limited English proficient (LEP)
 - r. Whether the SRO used force or employed handcuffs during the incident, and a description of any such use of force
 - s. The outcome of the incident (e.g., arrest, referral to a diversion program, informal counseling)
28. The data analysis referenced in paragraph 27 will identify the districts, schools, and officers with the greatest disparities implicating race, color, national origin, or

disability in school-based seizures and arrests, so that resources can be focused in the areas of highest need. As discussed in Section VI, the RCSD and the consultant will also develop a similar, ongoing system of data collection. The RCSD will use this ongoing data collection and analysis to monitor its progress in reducing disparities implicating race, color, national origin, or disability; minimizing school-based arrests and seizures; and appropriately serving students with disabilities.

29. The data referenced in paragraph 27 shall be compiled in a spreadsheet and provided to the OCR for review along with the reports referenced in paragraphs 41 and 44.
30. The program review will include interviews with RCSD SROs, SRO supervisors, and appropriate command staff to gather information on:
 - a. General knowledge and understanding of the RCSD's and SROs' obligations under federal civil rights laws;
 - b. General knowledge and understanding of the RCSD's, SROs', and school personnel's obligations under the MOU between the RCSD and each school district, particularly the requirement that SROs not be involved in routine issues better addressed by the school discipline process and enforcement of the school code of conduct;
 - c. General knowledge and understanding of the standards for seizure or arrest;
 - d. How the SROs interact with school staff, particularly how matters are referred to SROs;
 - e. The SRO program's employment environment; and
 - f. Suggestions for improving the SRO program, including possible revisions to the governing MOUs; ways to minimize disparities implicating race, color, national origin, or disability in school-based arrests and seizures; and ways to appropriately serve students with disabilities.

The number and format of these interviews will be determined jointly by the consultant and the RCSD.

31. The program review will include voluntary interviews with school administrators, teachers, and Section 504/ADA Coordinators, from each of the school districts, to assess their understanding of the role of the SROs in their schools, including their understanding of the SROs' obligations under the applicable MOU, particularly the requirement that SROs not be involved in the school discipline process and enforcement of the school code of conduct. The interviews will also gather suggestions for improving the SRO program, including possible revisions to the governing MOUs; ways to minimize disparities implicating race, color, national origin, or disability in school-based seizures or arrests; and ways to appropriately

serve students with disabilities. The number and format of these interviews will be determined jointly by the consultant and the RCSD.

32. The program review will solicit voluntary feedback from students and parents in each of the school districts, gathered in a manner consistent with the Family Education Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. § 1232g. Additionally, the program review will solicit voluntary feedback from community stakeholders, such as juvenile court judges, public defenders, advocates for juveniles, advocates for individuals with disabilities, and community leaders. This feedback will include information about experiences with SROs, including during formal or informal mentoring, law-related education, and during law enforcement interactions. This feedback should include any suggestions for improving the SRO program, particularly possible revisions to the governing MOUs; ways to minimize disparities implicating race, color, national origin, or disability in school-based referrals, seizures, and arrests; and ways to appropriately serve students with disabilities. This information can be gathered either by survey instrument, interviews, or both, as determined by the consultant and the RCSD.
33. The program review will evaluate the SRO program's officer recruitment, training, assignment, supervision, performance review, and retention practices to determine if any changes are necessary to strengthen the SRO program. In particular, this evaluation will:
 - a. Develop criteria for selecting and assigning SROs, which may include the ability to work effectively with students, parents, teachers, and school administrators; an understanding of the importance of diversion programs and alternatives to arrest; the ability to be respectful of youth and families of all backgrounds and cultures; an understanding of developmentally appropriate, trauma-informed practices for interacting with youth; the applicant's past discipline and legal history; strong interpersonal communication skills; strong public speaking ability; effective law-related teaching and mentoring skills; minimum years of experience; and an interest in promoting and enriching the lives of youth;
 - b. Determine whether including a school administrator, or other appropriate school district staff member on interview panels, or elsewhere in the selection or assignment process, will improve SRO hiring and assignment;
 - c. Determine whether including appropriate community stakeholders on interview panels, or elsewhere in the selection and assignment process, will improve SRO selection and assignment;
 - d. Develop an SRO mentoring or apprenticeship program for officers who recently joined the SRO program in order to improve training and retention;
 - e. Develop formal supervision plans that require SRO supervisors to regularly review individual SRO incident reports and arrest data; conduct regular field

observations; seek input from appropriate community stake holders; and hold routine meetings with SROs and school staff;

- f. Revise performance evaluations to be specific to the SRO program, including measures that evaluate an SRO's knowledge of, training about, and compliance with federal civil rights laws and all RCSD SRO program policies designed to minimize school-based seizures, arrests, and use of force, as detailed in paragraph 55;
 - g. Determine whether, in addition to school principals, including feedback from other school administrators, teachers, and students will improve SRO performance evaluations; and
 - h. Develop a system to periodically update the SRO program's officer recruitment, training, assignment, supervision, performance review, and retention practices to incorporate any necessary changes.
34. The program review will evaluate the RCSD's existing policies and procedures relating to the SRO Program, including the "School Resource Officer Reference Guide" and RCSD Policy and Procedure Guidelines, Procedure No. 908-A, Juvenile Procedures (November 2011) ("RCSD Procedure No. 908-A"), along with SRO program trainings, to determine whether changes are necessary to comply with federal civil rights laws; minimize disparities implicating race, color, national origin, or disability in school-based seizures and arrests; and to appropriately serve students with disabilities. This review is in addition to the specific policy revisions and training planning required by Sections VII and VIII of this Agreement.
35. In consultation with the OCR and community stakeholders, the program review will examine the MOUs the RCSD has entered into with each of the school districts. This review should analyze each of the provisions of the MOUs to confirm that the SRO program and the school districts are using all of the available tools to ensure school safety and compliance with federal civil rights obligations. The review should also identify any additional provisions or modifications that should be included in new MOUs entered into between the RCSD and the school districts, including exploring the option of developing operational plans that guide the response of both SROs and school staff to both emergency and disciplinary situations; cross-training RCSD and school district staff on relevant topics; and a mechanism for schools to share appropriate information with SROs, such as information related to a student's disability or instances in which the school district is aware that a student experienced a traumatic event, consistent with FERPA and state law.
36. The program review will examine the RCSD's procedures for students, parents, school district staff, or community members to file a complaint alleging SRO misconduct, including discriminatory conduct, along with the RCSD's SRO disciplinary procedures. These procedures must meaningfully resolve any complaints

against SROs and be clearly communicated to SROs, students, parents, school district staff, and community members.

37. The program review will evaluate all background checks, complaints, law suits, or other known allegations that SROs engaged in discriminatory conduct, improperly seized students, used excessive force, violated RCSD policy, or engaged in other improper behavior during the 2014-15 and 2015-16 school years and the RCSD's responses to these allegations, to assist in the determination of whether any changes are necessary to the RCSD's policies, procedures, and trainings.
38. The program review will evaluate all diversion programs run by the RCSD, or in which the RCSD participates, including the Youth Arbitration Program (YAP), drug or mental health courts, and any school district-run positive behavioral, early warning, or restorative justice programs, to determine whether these programs could be more widely used in lieu of an arrest, to avoid formal court processing, or to otherwise minimize disparities implicating race, color, national origin, or disability in school-based arrest. This review will also determine whether any diversion programs run by the RCSD, or in which the RCSD participates, should incorporate a social services screening and, if appropriate, referral to services for students referred to the diversion program.
39. The program review will begin within 90 days of the effective date of the Agreement, unless the process outlined in paragraph 23 for selecting a consultant delays the RCSD's ability to engage the necessary consultant(s) beyond this timeframe. The initial program review will be completed within 210 days of the effective date of the Agreement. If the RCSD needs additional time to complete the program review, it will notify the OCR in writing and provide an expected date of completion.
40. The RCSD will provide the OCR with written notice when the program review begins and will also provide a projected timeline for each component of the program review.
41. Upon completion of the program review, the RCSD and the consultant(s) will provide the OCR with a report on the review and the actions that the RCSD will take based on the review. This report will be provided to the OCR no later than 30 days after the completion of the program review.
42. Within 30 days of receipt of the report referenced in paragraph 41, the OCR will provide any feedback to the RCSD on its action plan. The RCSD will incorporate this feedback.
43. The OCR will review and approve each policy, procedure, selection criteria, or training developed pursuant to the program review. The RCSD will not finalize, publish, or implement any such policy, procedure, selection criteria, or training without the OCR's prior written approval.

44. Throughout the period of the Agreement, the RCSD will provide the OCR with a report detailing the implementation of the action items developed pursuant to the program review every 120 days after issuing the initial report referenced in paragraph 41.

VI. Ongoing Data Collection and Review

45. With the help of a consultant, the RCSD will collect, maintain, and analyze data on referrals from schools to SROs, SRO seizures, and school-based arrests for each school served by the RCSD in each school district on at least a semester basis. The RCSD will conduct this review within 45 days of the end of the semester reporting period. At a minimum, this review must examine, the following incident level variables:
 - a. The school district
 - b. The school
 - c. The individual making the referral, by name and title
 - d. Names and ranks of all SROs and other responding officers involved
 - e. The SRO supervisor who reviewed the incident report
 - f. The student's name or student identification number
 - g. The date of the incident
 - h. The specific location of the incident
 - i. A description of the incident, including whether the student was searched by the SRO during the incident
 - j. Any offense the student was charged with by the RCSD
 - k. Any disciplinary code infractions the school district imposed on the student during the same incident
 - l. The student's race and/or ethnicity
 - m. The student's disability, if any
 - n. The student's sex
 - o. The student's age
 - p. The student's grade level
 - q. Whether the student is LEP
 - r. Whether the RCSD SRO used force or employed handcuffs during the incident, and a description of any such use of force
 - s. All outcomes of the incident (e.g., arrest, referral to diversion programs, informal counseling)
 - t. The outcome of any diversion program
46. The RCSD will request assistance from the school districts in gathering additional information about the incidents examined pursuant to paragraph 45. This information may include the student's attendance records; disciplinary disposition (e.g., in-school suspension, out-of-school suspension, expulsion, removal to alternative placement); whether an incident was a repeated offense; length of any disciplinary sanction; and the dates of the student's removal from and return to the school, if the student was subject to out-of-school suspension. This additional information will help the RCSD

to obtain a complete understanding of the consequences for students after an incident requiring SRO involvement.

47. The RCSD will use this data to monitor its progress in meeting any goals established by the program review, discussed in Section V, and to develop and implement any new strategies to improve the SRO program. The ongoing data review will identify changes in or concerns about:
 - a. The rates of referrals from school staff;
 - b. The rates of seizures;
 - c. The rates of school-based arrests;
 - d. Individual SRO arrest rates;
 - e. The legal offenses students are charged with;
 - f. Disparities implicating race, color, national origin, or disability; and
 - g. The appropriate modification of policies, procedures, and practices for students with disabilities.
48. Within 45 days of each semester data review, the RCSD will provide the OCR with a copy of the data, its analysis, and a description of any steps it plans to take in response to this analysis.
49. Within 180 days of the effective date of this Agreement, the RCSD will develop a means to convey to the public, including by publication on its website, its school-based seizures and arrests disaggregated by race, ethnicity, disability status, school, grade level, and offense, consistent with FERPA and state law.
50. Within ten days of developing the means to publicize the school-based seizure and arrest data referenced in paragraph 49, the RCSD will inform the OCR of the manner in which it intends to publish data on school-based seizures and arrests and how the OCR can access this information. If the OCR has any objections to the RCSD's intended manner of publishing this data, it will notify the RCSD within five days of these objections. The RCSD will not publicize its seizure and arrest data until it addresses any OCR objections and receives the OCR's written approval. Thereafter, the RCSD will publish the data within ten days.

VII. Policy and Procedure Development

51. Working with a consultant, the RCSD will develop a policy for its SRO program on interacting with students with disabilities ("Disability Policy") that complies with the ADA and Section 504 and their implementing regulations, including:
 - a. the requirement to reasonably modify agency policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the modification would fundamentally alter the nature of the service, program, or activity;

- b. the requirement to take appropriate steps to ensure effective communication with a student with a disability, such as by utilizing appropriate auxiliary aids and services including qualified sign language interpreters and telecommunications systems;
 - c. the requirement to avoid providing different or separate aids, benefits, or services to students with disabilities than is provided to others, unless such action is necessary to provide qualified individuals with disabilities with aids, benefits, or services that are as effective as those provided to others; and
 - d. the requirement to ensure that its policies do not directly or through contractual or other arrangements, utilize criteria or methods of administration that have the effect of discriminating against students with disabilities or the purpose or effect of defeating or substantially impairing the objectives of the educational program.
52. The RCSD will solicit feedback from each of the school districts to ensure that its SRO program Disability Policy conforms to the school district's own legal obligations, policies, and procedures related to students with disabilities, including all relevant laws governing student privacy.
53. The RCSD will submit the Disability Policy, referenced in paragraph 51, to the OCR for review and prior written approval within 90 days of retaining the consultant, unless it notifies the OCR in writing that seeking feedback in the manner described in paragraphs 52 and 66(h) have caused a delay. The OCR will make a good faith effort to provide feedback on the Disability Policy within 30 days of its receipt. The RCSD shall not issue the Disability Policy until it addresses the OCR's feedback and receives the OCR's written approval.
54. The RCSD will formally publish the Disability Policy within four weeks of its approval by the OCR. The publication of the Disability Policy will include circulating it to each RCSD SRO and the school districts.
55. Under RCSD Procedure 908-A(II)(I), officers should use the least coercive measures when dealing with student misconduct. Recognizing that arrest should be an option of last resort in the school setting, and that a range of non-punitive alternatives should be considered first, the RCSD, working with a consultant, will supplement its existing policies and procedures in order to minimize school-based seizures, arrests, and use of force by:
- a. Developing clear criteria for SRO involvement in school-based, non-emergency situations that indicate that SROs should not be involved in classroom management or regulating minor misbehavior that can be appropriately handled by the school disciplinary process;
 - b. Developing guidance on charging students with Disturbing Schools, S.C. Code Ann. §16-17-420, that indicates this statute should be invoked when the student is presenting a serious, real, and immediate threat to the safety of the school and its community;

- c. Developing guidance indicating that public order offenses committed by students, such as disorderly conduct, loitering, trespass, profanity and fighting that does not involve a weapon or a physical injury that is more than *de minimis*, should typically be considered school discipline issues, and should be addressed by school personnel rather than SROs; and
 - d. Developing any other necessary procedures or guidance, including procedures that require SROs to:
 - i. Adequately detail the probable cause basis for any school-based arrest;
 - ii. Describe the alternatives to arrest that were considered in any arrest or incident report;
 - iii. Use restorative justice approaches;
 - iv. Limit the use of force and handcuffs on school grounds unless necessary to address an immediate threat to the physical safety of the officer or another person; and
 - v. De-escalate school-based incidents whenever possible.
56. The RCSD will submit the procedures referenced in paragraph 55 to the OCR for review and approval within 90 days of retaining the consultant. The OCR will make a good faith effort to provide written feedback and any revisions to these policies within 30 days of their receipt. The RCSD shall not issue these policies until it addresses the OCR's feedback and receives the OCR's written approval.
57. The RCSD will formally publish the procedures referenced in paragraph 55 within four weeks of their approval by the OCR. The publication of these policies will include circulating them to each RCSD SRO.
58. At the completion of the policy development and review referenced in this Section and in paragraphs 34 and 36, the RCSD will either update the "School Resource Officer Reference Guide" or create a new guidance manual that contains all existing and new SRO policies, procedures, and training materials. This manual will promote the role of the SRO as a law-related educator, informal counselor, mentor, and law enforcement problem solver consistent with best practices. The manual will address other relevant topics, which may include information on: youth-appropriate law enforcement techniques; juvenile law; use of restorative justice approaches to address student behaviors; documentation related to the arrests of students; trauma-informed, developmentally appropriate practices to promote positive school environments; practices to promote successful reentry for system-involved youth; cultural competency and implicit bias; de-escalation techniques; notification to parents/guardians when students are arrested; searches of students; special considerations regarding use of force within and around schools; procedures to receive and respond to complaints regarding SROs; selection of SROs and SRO assignments; training requirements; weapons qualifications; required equipment and supplies; opportunities for community stakeholder meetings; and the collection,

analysis, and use of data regarding law enforcement activities in the schools. The RCSD will provide a copy of the updated manual to the OCR for review and approval.

VIII. Professional Development

59. Beginning with the 2016-17 school year, the RCSD will annually train its SROs on the following topics:
- a. RCSD Procedure No. 908-A, particularly its requirement to use the “least coercive” among all of the alternatives available to a law enforcement officer when addressing student misconduct;
 - b. The Disability Policy, discussed in paragraph 51, and related topics, including:
 - i. The requirement to reasonably modify policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the modification would fundamentally alter the nature of the service, program, or activity,
 - ii. Examples of appropriate modifications that SROs may need to make in order to comply with federal civil rights laws,
 - iii. The responsibility to ensure that students with disabilities receive communication that is as effective as communication with others through the provision of appropriate auxiliary aids and services (e.g., interpreters),
 - iv. An overview of the laws governing a school district’s obligations with regard to students with disabilities, including the role of Section 504/ADA Coordinators and the function of Individual Education Program (IEP) and Section 504 teams,
 - v. Best practices for law enforcement work related to students with disabilities, and
 - vi. Understanding and recognizing common disabilities in a school setting, including behavioral and mental health disabilities, and ways in which these disabilities may manifest, so that officers may respond appropriately;
 - c. The role of SROs in schools and the procedures developed to minimize school-based seizures and arrests, discussed in paragraph 55, including examples of when SROs should intervene in emergencies or dangerous behavior that poses a serious and immediate threat to the safety of the school, when student behavior should be handled by school staff, and when student behavior does not necessitate seizure or arrest, as well as information about the demographic of the students subject to school-based seizures and arrests;
 - d. For each school district, practical explanations of the district’s student code of conduct and any positive behavior intervention approaches, multi-tiered system of supports, early warning systems, or restorative justice programs currently used by the school district, as discussed in paragraph 66(e);

- e. For each school district, information on establishing communication plans for school staff and SROs and how SROs can work collaboratively with school district staff, including guidance counselors, social workers, Section 504/ADA Coordinators, and IEP and Section 504 teams, as discussed in paragraph 66(f);
 - f. De-escalation and crisis intervention, particularly related to students with disabilities, including real-life simulations;
 - g. Bias-free policing, including implicit racial bias and cultural competence;
 - h. Interpersonal communication, conflict avoidance, and using restorative justice and mediation skills to address low-level offenses in lieu of arrest;
 - i. Adolescent psychology and development, including social and cognitive development and the impact of childhood trauma, and relevant case law that relies on these principles;
 - j. Use of force training that reflects differences in strength and physical vulnerabilities of youth, and can be calibrated as a function of a youth's age, and the very limited appropriate use of handcuffs and other mechanical restraint devices in a school setting, particularly as it relates to students with disabilities; and
 - k. The consequences of student involvement in the criminal and juvenile justice systems, and all available alternatives to arrest, including all court diversion programs, school district-run intervention programs, social service providers, and other community resources that support youth.
60. The RCSD should plan the professional development sessions described in paragraph 59 in collaboration with a consultant, and may rely on other outside experts to inform and deliver the presentations. If, in lieu of delivering a training or presentation on one more of the topics listed in paragraph 59, the RCSD wishes to rely upon a training presentation developed by an external agency such as the National Association of School Resource Officers, the South Carolina Association of School Resource Officers, the U.S. Attorney's Office, the University of South Carolina, the South Carolina Criminal Justice Academy, or the South Carolina Department of Education's Safe Schools Taskforce, it must obtain prior written approval from the OCR as discussed in paragraph 63.
61. All professional development activities for a given school year must typically be completed prior to the start of the school year and provided to a newly hired SRO before that SRO assumes his or her duties. The professional development activities described in paragraph 59 may be provided as part of one comprehensive training activity or in segments throughout the year.

- a. If the RCSD must replace a current SRO during the school year (e.g., due to military leave, maternity/paternity leave), the replacement SRO will either receive the full range of required SRO professional development prior to starting the position, or will receive intensive mentoring during the interim placement and will receive the full range of SRO professional development as soon as practicable.
 - b. For the 2016-17 school year, the OCR will review the professional development activities that the RCSD provided for its SROs prior to the effective date of the Agreement to determine whether this training satisfies any of the requirements of Section VIII of this Agreement. Any outstanding training obligations for the 2016-17 school year will be met during the course of the school year.
62. The RCSD will collaborate with the school districts and local social service providers to conduct the trainings referenced in paragraph 59 together with staff from all relevant agencies, or otherwise cross-train or employ blended training models, on appropriate subjects.
63. At least 30 days prior to the planned professional development activities, the RCSD will provide the OCR with a list detailing each planned professional development activity, the presenter and their credentials, and any available training materials. The OCR will provide feedback on these items within ten days.
64. By August 30, of 2016, 2017, and 2018, the RCSD will provide the OCR with a report of the professional development activities its SROs attended prior to the start of the upcoming school year, including the date, duration, subject matter, presenter and number of RCSD SROs and other officers in attendance.
65. At least twice per school year, the RCSD SRO program command staff will meet with each SRO to review all incidents in which that SRO was involved in the arrest or seizure of a student, including incidents that involved the use of force. The review will evaluate the effective use of skills learned through the professional development conducted pursuant to Section VIII and identify areas for continuous improvement. Along with the reports referenced in paragraph 44, the RCSD will submit to the OCR the date of each meeting during the reporting period and the names of the officers who took part in these meetings.

IX. Collaboration with School Districts

66. Within 60 days of the effective date of the Agreement, the RCSD will meet with each school district in order to:
- a. Review the terms of this Agreement;
 - b. Emphasize that SROs are focused on addressing and preventing serious and immediate threats to the safety of students and personnel;

- c. Request that the school districts implement a policy whereby school staff request SRO involvement only to protect student and personnel safety rather than in response to any situation that can be safely and appropriately handled by the district through its internal disciplinary procedures;
- d. Establish a schedule for the RCSD to train school staff on how incidents involving public order offenses committed by students, including disorderly conduct or disruption that does not threaten safety, loitering, trespass, profanity, and fighting not involving a weapon and not resulting in physical injury that is more than *de minimis*, should ordinarily be considered school discipline issues to be handled by school officials and should not be referred to an SRO;
- e. Request any necessary training for the SROs on the district's student code of conduct and any positive behavior intervention approaches, multi-tiered system of supports, early warning systems, or restorative justice programs currently in use by the school district;
- f. Develop information sharing strategies that allow SROs to be informed, as appropriate, about relevant disability information and when a student experiences a traumatic event, consistent with state and federal law, and the necessary technological and personnel safeguards that must be in place to protect this information;
- g. Request assistance with gathering additional information for the RCSD's ongoing data collection about referrals from school district staff to SROs, SRO seizures, and school-based arrests, including information about disciplinary dispositions and the length of disciplinary sanctions, as discussed in paragraph 46;
- h. Request feedback on the SRO program Disability Policy to ensure that it conforms to the school districts' own legal obligations, policies, and procedures related to students with disabilities, including all relevant laws governing student privacy, as discussed in paragraph 52;
- i. Offer to collaborate with the school districts, including with school-level guidance counselors, mental health workers, and social workers, to develop programs to address and provide school-level sanctions, as an alternative to arrest, for students who engage in disturbing schools, disorderly conduct, and similar behavior; and
- j. Discuss necessary revisions to the MOUs governing the partnerships between the school districts and the SRO program, including revisions necessary to comply with the terms of this Agreement, as well as mechanisms to ensure that the MOUs are clearly written for multiple audiences; rely on available data on school safety, discipline, and school-based seizures and arrests; and incorporate feedback from a variety of stakeholders.

67. Within 70 days of the effective date of the Agreement, the RCSD will inform the OCR of when each meeting with school district staff occurred, the names and titles of the attendees, and a brief summary of the meeting, including any actions that will take place as a result of the meeting.

X. Community Working Group

68. Within 120 days of the effective date of this Agreement, the RCSD will establish and convene a Community Working Group to develop and make recommendations to the RCSD regarding the SRO program. The Community Working Group will meet at least twice per semester.

69. The RCSD should make every effort to include individuals from the following categories to participate in the Community Working Group:

- a. RCSD administrators
- b. SROs
- c. School administrators, including Section 504/ADA Coordinators
- d. Teachers
- e. Parents
- f. Students
- g. Juvenile Court Judges
- h. Juvenile Deputy Solicitors
- i. Juvenile Public Defenders
- j. Juvenile advocates, including legal advocates
- k. Advocates for individuals with disabilities
- l. Social services providers

The Community Working Group should make every effort to draw at least one member from each school district from categories a. through f. and at least one member from categories g. through l.

70. The RCSD may rely on the Greater Columbia Community Relations Council or the RCSD Citizens' Advisory Council to administer the operations of the Community Working Group.

71. The Community Working Group will be asked to provide input on the RCSD's MOUs with the school districts; how the RCSD can appropriately meet the needs of students with disabilities; the RCSD's role in reducing disparities implicating race, color, national origin, and disability in SRO referral, seizure, and arrest rates; SRO training; and the best ways that the RCSD can provide the community with information about the SRO program and conduct other community outreach, including community open meetings.

72. The Community Working Group will prepare written recommendations to the RCSD by November 1, 2016, and thereafter by March 1 of each year during the period of the

Agreement. Each year, the RCSD will review the recommendations submitted by the Community Working Group, determine which recommendations are appropriate and feasible, and develop a plan for implementing the appropriate recommendations within 60 days of receipt of the recommendations.

73. The RCSD will provide the OCR with a copy of the Community Working Group's written recommendations and the RCSD's plan for implementing the Group's recommendations within five days of completion of the RCSD's plan, described in paragraph 72.

XI. General Provisions

74. The RCSD voluntarily agreed to resolve the Compliance Review prior to OCR's completion of it in order to enact more timely changes to the RCSD's SRO program and to quickly enhance service delivery to the community.
75. Except as provided in Paragraph 86, in consideration of, and consistent with, the terms of this Agreement, the DOJ agrees not to complete OCR's Compliance Review initiated on May 22, 2015. Based on this consideration, the parties agree to be bound by the terms set forth in this Agreement.
76. Several provisions of the Agreement require the RCSD to collaborate with the school districts, social services providers, and other entities. If one or more of these entities will not collaborate with the RCSD in the manner prescribed, the RCSD will still be deemed compliant with the Agreement. The RCSD must document its efforts to collaborate with the given entity or entities that decline to cooperate and provide the OCR with a written explanation for the reasons the collaboration did not occur as prescribed.
77. During the period of the Agreement, in response to any request from the RCSD, the OCR agrees to provide guidance that it concludes is appropriate and reasonably necessary to assist the RCSD to comply with the Agreement.
78. The RCSD may not retaliate against a person because he or she opposed any possible violations of federal civil rights laws or participated or cooperated in the OCR's Compliance Review.
79. The Agreement constitutes the entire agreement between the parties, as to the RCSD's voluntary compliance with the provisions set forth herein, related to this Compliance Review. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for the purpose of determining the meaning of any provisions of the Agreement. Neither party will be able to enforce any statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in the Agreement.

80. The Agreement is binding upon the DOJ and the RCSD, by and through their officials, agents, employees, and successors. The Agreement is enforceable only by the DOJ and the RCSD. No person or entity is intended to be a third-party beneficiary of the provisions of the Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under the Agreement.
81. The OCR and the RCSD may change the terms of the Agreement in writing, by mutual agreement.
82. The Agreement does not affect the RCSD's continuing responsibility to comply with the terms of its grant awards, including compliance with federal civil rights laws.
83. This Agreement does not affect any other matter, such as a complaint investigation, compliance review, or a litigation matter, that the DOJ or another federal agency is conducting that includes the RCSD as a respondent or party. The Agreement also does not preclude the DOJ or another federal agency from initiating any matter not covered by this Agreement, such as a complaint investigation, a compliance review, or a litigation matter, that includes the RCSD as a respondent or party.
84. Failure by the DOJ to enforce the entire Agreement or any of its provisions shall not be construed as a waiver of the DOJ's right to enforce any provision of the Agreement.
85. Any provision in the Agreement held to be invalid or unenforceable by its terms, or as applied to any circumstance, shall be construed so as to give it the maximum effect permitted by law, unless such holding shall be one of complete invalidity or unenforceability, in which event such provision shall be deemed severable from the Agreement and shall not affect the remainder of the Agreement.
86. Failure by the RCSD to comply with the terms of this Agreement may result in the OCR seeking specific performance of the terms of this Agreement or re-opening the Compliance Review of the RCSD.

**AGREED AND CONSENTED TO:
FOR THE U.S. DEPARTMENT OF JUSTICE:**

By: *Karl M. Mason*
Karol V. Mason
Assistant Attorney General
Office of Justice Programs
U.S. Department of Justice
810 7th Street, N.W.
Washington, DC 20531
Date: *08-09-2016*

By: *R. Davis*
Ronald L. Davis
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Office of Community Oriented Policing
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U.S. Department of Justice
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Date: *8-9-2016*

By: Michael L. Alston

Michael L. Alston
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Date: 8/9/16

By: Beth Drake

Beth Drake
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Date: 8/9/16

FOR THE RICHLAND COUNTY SHERIFF'S DEPARTMENT:

By: Leon Lott
Leon Lott
Sheriff

Richland County Sheriff's Department
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Columbia, South Carolina 29223

Date: 8/9/16