

MEMORANDUM OF UNDERSTANDING

Between Relevant Community Agencies

This Memorandum of Understanding ("MOU") is entered into on this 1st day of July, 2017 between the following parties:

Unified School district:

Unified School District No. 497, Douglas County, Kansas ("School District")

Local Law Enforcement Agency:

Lawrence Police Department, City of Lawrence, Kansas ("Law Enforcement")

Courts Represented:

7th Judicial District Court of Douglas County, Kansas

County and District Attorney's Office(s) Represented:

District Attorney's Office of Douglas County, Kansas

I. PURPOSE AND TERMS OF MEMORANDUM OF UNDERSTANDING

- A. This MOU is entered into between the School District, the Lawrence Police Department, the 7th Judicial District Court of Douglas County, and the Douglas County District Attorney's Office, pursuant to K.S.A. 72-89b03(i) as amended by Senate Bill 367.
- B. The purpose of this MOU is to establish understanding between the above listed community agencies and School District ("Parties") involved in the referral of school-based behaviors to law enforcement or the juvenile justice system. The goal of this MOU is to reduce such referrals by collaborating on best practices to refer school based behaviors to the proper authority with consideration to the impact on the student, school community, and public safety.
- C. The Parties agree that:
 - 1. Each party will use its best efforts to comply with the terms and conditions of the MOU. To the extent a party has additional obligations under pertinent provisions of Senate Bill 367 and the Kansas Safety Act, and all applicable federal and state laws, the parties shall endeavor to comply therewith.
 - 2. Students are rarely restrained or placed in secure detention; however, when this does occur, the Parties will work together to protect public safety and the rights of the individuals involved.
 - 3. Established guidelines, memorialized in the districts' Codes of Student Conduct and herein, are intended to establish consistency in the referral of school based

behaviors to law enforcement or the juvenile justice system while simultaneously ensuring that each case is addressed on an individual basis.

4. Numerous factors and variables are taken into consideration when evaluating a specific incident and those involved in the incident. Every incident presents unique facts and circumstances and may result in varying responses for the same, or similar, behaviors.
5. Law enforcement officers will continue to collaborate with building and district level administrators before interviewing a suspect or witness, making an arrest(s), or removing the student from class/school unless a greater public safety concern exists.
6. A cooperative effort will be made to coordinate intake services to ensure that students who do not meet criteria for placement in secure detention, do not present a high risk to re-offend, or do not pose a public safety risk, are not detained and instead are appropriately placed with parent(s), guardian(s), or in another appropriate setting.

II. DURATION AND MODIFICATION OF THE MEMORANDUM OF UNDERSTANDING

- A. This MOU shall become effective immediately upon its execution by all Parties hereto and shall remain in force and effect until such a time as it is terminated by any party by providing 30 days advance written notice to all parties, provided, however, that any Party may terminate this MOU immediately upon written notice to the other Parties in the event that such action is necessary for significant health or safety issues or to comply with applicable law. This MOU may be modified at any time by written amendment to the MOU signed by all Parties hereto.
- B. The School District and local law enforcement agency agree to meet on a regular basis to provide oversight of the MOU and to share pertinent data, as permitted by law, relevant to school-based behaviors resulting in referrals to the juvenile justice system. Meetings with other Parties will be scheduled as needed.
- C. The School District will continue to provide input to, and participate in, organizational meetings and committees hosted by Parties on best practices relevant to the MOU and the safety of the school community.
- D. This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.
- E. This MOU shall be governed and interpreted in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the Parties hereto, intending to cooperate with one another, have hereunder set their hands on the date set forth below.

Anna Stubblefield, Interim Superintendent
Lawrence Public Schools, USD 497

Date

Gregory C. Burns, Jr., Police Chief
City of Lawrence, Kansas

Date

Hon. Peggy Kittel, Chief Judge
7th Judicial Branch –Douglas County

Date

Charles Branson, District Attorney
Douglas County, Kansas

Date