

MEMORANDUM OF UNDERSTANDING
BETWEEN

Santa Fe Trail USD No. 434

This Agreement is entered into on this 12 day of April, 2017 between U.S.D. 434, Osage County
Local Law Enforcement Agencies:

Osage County Sheriff Department

[List all if school district is in more than one community]

Courts Represented:

Osage County District Court

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

Osage County Attorney

I. PURPOSE OF MEMORANDUM OF UNDERSTANDING

- A. This Memorandum of Understanding (“Memorandum”) is entered into between the Santa Fe Trail USD 434, and Osage County Attorney, and Osage County District Court. The purpose of this Memorandum is to establish an understanding between community agencies (“Parties”) involved in the referral of school-based behaviors to law enforcement or the juvenile justice system. The goal of this Memorandum is to reduce such referrals and protect public safety. The Parties understand and agree that each party will use its best efforts to comply with the terms and conditions of this Memorandum.
- B. The Parties acknowledge and agree that decisions affecting the filing of a complaint against a student and whether to restrain a student and place a student in secure detention should not be taken lightly. This Memorandum delineates the responsibilities of each party when school districts are required to report student behavior under Kansas law and when schools need the assistance of local law enforcement and the district and county attorney to protect the safety of all students or an individual student to promote the best interests of the student and the community.
- C. The Parties further acknowledge that avoiding formal arrest, handcuffing, and transporting the student to juvenile intake may help the student avoid being negatively labeled.
- D. The Parties acknowledge and agree that this Memorandum is a cooperative effort among the public agencies named herein to establish guidelines for the referral of school-based behaviors to law enforcement or the juvenile justice system with the goal of reducing such referrals and protecting public safety. The Parties further acknowledge and agree that the guidelines contained herein are intended to establish uniformity 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 to promote a response proportional to the various and differing facts which affect each student’s case.
- E. The Parties acknowledge and agree that the matter in which each student incident is handled by the law enforcement officer, school principal or designee, and/or juvenile intake is dependent upon the many factors unique to each student that include, but are not limited to, the student’s background, present circumstances, general demeanor and disposition toward others, student discipline record, mental health status, the student’s individualized education program, crisis plan, behavior intervention plan, criminal record, and other factors. Therefore, the Parties acknowledge that students involved in the same incident or similar incidents may receive different and varying responses depending on the specific facts relating to the student’s behavior and the above factors.

II. DEFINITIONS

- A. “Behavior intervention plan” means a plan traditionally created by a team of district staff and parents that include strategies, including positive behavioral interventions and

supports, designed to prevent behavior that impedes a child's learning or that of others. If a behavior intervention plan is developed by a student's IEP team, it shall become part of the student's IEP.

- B. "Individualized Education Program" or "IEP" means a written statement for each exceptional child that is developed, reviewed, and revised in accordance with the provisions of K.S.A. 72-987, and amendments thereto.
- C. "Law enforcement officer," and "police officer" mean a full-time or part-time salaried officer or employee of the state, a county or a city, whose duties include the prevention or detection of crime and the enforcement of criminal or traffic laws of this state or of any Kansas municipality. This term shall include "campus police officer" and "school resource officer."
- D. "School-based behaviors" mean:
 - 1. Willful violation of any published policy for student conduct adopted or approved by the local board of education;
 - 2. Conduct which substantially disrupts impedes or interferes with the operation of any public school;
 - 3. Conduct which endangers the safety of others or which substantially impinges upon or invades the rights of others at school, on school property, or at a school supervised activity;
 - 4. Conduct which, if pupil is an adult, constitutes the commission of a felony or, if the pupil is a juvenile, would constitute the commission of a felony if committed by an adult;
 - 5. Conduct at school, on school property, or at a school supervised activity, which constitutes the commission of a misdemeanor or, if the pupil is a juvenile, would constitute the commission of a misdemeanor if committed by an adult; or
 - 6. Disobedience of an order of a teacher, peace officer, school security officer or other school authority when such disobedience can reasonably be anticipated to result in disorder, disruption or interference with the operation of any public school or substantial and material impingement upon or invasion of the rights of others.
- E. "School resource officer" means a law enforcement officer or a police officer employed by a local law enforcement agency who is assigned to a district through an agreement between the local law enforcement agency and the district.
- F. "Student" means a child officially enrolled in a USD 434 school.

III. TERMS OF MEMORANDUM OF UNDERSTANDING

- A. School-based behaviors, as defined in this Memorandum, will generally be referred to law enforcement or the juvenile justice system, when in the opinion of the Superintendent or his/her designee the student's behavior is so disruptive that it creates a reasonable and foreseeable risk of harm to self, others, or property.

The Parties agree that the response to the commission of a school-based behavior should be determined by the school staff and/or law enforcement officer(s) involved in the incident after reviewing the unique characteristics of each student including the student's discipline history and the facts of the specific behavior incident. The Parties agree that each incident will be addressed on a case by case basis to promote a uniform response proportional to the unique factors applicable to the student, the student's discipline history, and the specific behavior incident.

- B. Any student arrested for a felony and/or who is on court supervision and those juveniles who are likely to flee or pose a public safety risk may be taken by law enforcement, and the agency will follow their own policy and procedures. Ultimately the decision is made by the law enforcement officer(s) involved in the incident in consultation with the school staff.
- C. Law enforcement shall inform the County or District Attorney's Office of the student's cooperation in this process. In any future proceedings, the County or District Attorney may take into consideration the student's performance and/or cooperation.

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

Dr. Steve Pegram, Superintendent Date
USD 434 Santa Fe Trail

Brandon Jones Date
Osage County Attorney
Osage County, Kansas

Laurie Dunn, Osage County Sheriff Date
Osage County Sheriff Department