

**NON-BINDING  
MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**UNIFIED SCHOOL DISTRICT NO. 259,  
SEDGWICK COUNTY, KANSAS;**

**18<sup>TH</sup> JUDICIAL DISTRICT COURT, JUVENILE DIVISION;**

**SEDGWICK COUNTY DEPARTMENT OF CORRECTIONS,  
JUVENILE INTAKE AND ASSESSMENT;**

**WICHITA POLICE DEPARTMENT;**

**DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES,  
THE WICHITA REGION;**

**DCCCA;**

**YOUTHVILLE;**

**SEDGWICK COUNTY DEVELOPMENTAL DISABILITY  
ORGANIZATION;**

**AND**

**COMCARE**

## **I. PURPOSE OF NON-BINDING MEMORANDUM OF UNDERSTANDING**

This Non-binding Memorandum of Understanding (“Memorandum”) is entered into between the 18<sup>th</sup> Judicial District Court, Juvenile Division (hereinafter referred to as the Juvenile Court), Unified School District No. 259, Sedgwick County, Kansas (hereinafter referred to as the School System), the Sedgwick County Department of Corrections, Juvenile Intake and Assessment (hereinafter referred to as JIAC), the Wichita Police Department (hereinafter referred to as the Police), the Kansas Department of Social and Rehabilitation Services, Wichita Regional Office (hereinafter referred to as SRS), DCCCA, Youthville, the Sedgwick County Developmental Disability Organization (hereinafter referred to as Sedgwick CDDO), and COMCARE Children Services (hereinafter referred to as COMCARE) for the purpose of establishing a non-binding memorandum of understanding between community agencies (hereinafter referred to as the Parties) involved in the handling of Students with special needs who are alleged to have committed a delinquent act on Alternative School premises. The Parties understand and agree that this Memorandum is non-binding upon the Parties hereto, the intent being that each party will use its best efforts to comply with the terms and conditions of this Memorandum. In addition, the Parties agree that certain misdemeanor delinquent acts and School System policies violations defined herein as the Focused Acts can be handled by the School System in conjunction with other Parties without arrest by the Police and booking and formal processing by JIAC.

The Parties acknowledge and agree that decisions affecting the filing of a complaint against a Student with special needs and whether to place restraints on a Student and place a Student in secure detention should not be taken lightly, and that a non-binding memorandum of understanding delineating the responsibilities of each party when involved in making a decision to seek arrest, formal processing, and/or the filing of a complaint alleging the Student is a delinquent child would promote the best interests of the Student and the community.

The Parties acknowledge and agree that this Memorandum is a cooperative effort among the public agencies named herein to establish guidelines for the handling of school related delinquent acts against public order which are defined herein as the Focused Acts. The Parties further acknowledge and agree that the guidelines contained herein are intended to establish uniformity in the handling of a Student who has committed one of the Focused Acts as defined herein 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. The Parties acknowledge and agree that the manner in which each case or incident is handled by the Police School Resource Officer, school Principal or designee, and/or the Juvenile Court is dependent upon the many factors unique to each Student that include, but are not limited to, the Student’s background, present circumstances, disciplinary record, academic record, general demeanor and

disposition toward others, mental health status, the Student's Crisis Plan, and the Student's Individual Behavior Plan including a De-escalation Plan, 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 factors and needs of each Student with special needs.

The Parties acknowledge that a cooperative effort will be made by the Parties to coordinate intake services to insure that children who do not meet criteria for placement in secure detention or present a high risk to re-offend are not detained and instead are appropriately placed with parent(s), relative(s), or other appropriate foster care setting.

## **II. DEFINITIONS**

- A. "Student[s]" means a child officially enrolled in a School System Alternative School with special needs including but not limited to: an exceptionality of intellectual disability; an exceptionality of developmental disabilities; mental health disabilities; currently served by case managers and/or therapeutic services to address their needs in conjunction with school personnel.
- B. "Focused Acts" are misdemeanor type delinquent acts involving offenses against order including but not limited to a fight between two or more people, disrupting public school, disorderly conduct, obstruction of Police (limited to acts of truancy where a Student fails to obey an officer's command to stop or not leave campus), and criminal trespass (not involving damage to property).
- C. "Individualized Education Plan (IEP)" is a written document listing, among other things, the special educational services that the Student will receive. The IEP is developed by a team that includes the Student's parents and school staff. When a Student receives special education services under the Individuals with Disabilities Education Act (IDEA), he or she must have an Individualized Education Program (IEP).
- D. "Behavior Intervention Plan (BIP)" is a plan made the IEP Team whereby they take the observations made in a Functional Behavioral Assessment and turn them into a concrete plan of action for managing a Student's behaviors of concern in the school setting. The BIP is added to the IEP.
- E. "Crisis Plan" is a plan referred to in the BIP created by the IEP Team and agency providers that explains the steps to follow and who to contact when a Student escalates to a crisis level and/or appears to become in danger of harming self or others.

- F. “Police Crisis Intervention Team Officer (CIT Officer)” is a law enforcement officer specially trained in the area of mental health behaviors and needs.
- G. “Violent Behavior” is when a Student behaves in a manner that results in Excessive Property Damage and/or could result in harm to self or others when the Student has the apparent ability to cause such harm.
- H. “Violent Physical Assault” is when the Student intentionally injures another party in a manner that results in bruises, cuts, and/or tissue or bone damage.
- I. “Homicidal Behavior” is when a Student makes a threat to kill someone and has the apparent ability to follow through with it or takes actions to harm or maim with the intent to kill.
- J. “Suicidal Behavior” is when the Student expresses intent, verbalizes a plan or takes actions that may result in his/her death.
- K. “Excessive Property Damage” is the destruction of valuable items such as computers, furnishings or facility structures.
- L. “Alternative Schools” means Greiffenstein Alternative Elementary School, Chisholm Life Skills Center, Wells Alternative Middle School, Levy Special Education Center and Sowers Alternative High School.

### **III. TERMS OF MEMORANDUM OF UNDERSTANDING**

#### **A. Crisis Plan and Individual Behavior Intervention Plan in Cases Where a Student has Committed a Focused Act.**

Misdemeanor type delinquent acts involving offenses against public order including a fight between two or more people, disrupting public school, disorderly conduct, obstruction of police (limited to truancy where a Student fails to obey an officer’s command to stop or not to leave campus), and criminal trespass (not involving damage to property) shall not result in filing of a complaint alleging delinquency or arrest. The Parties agree that the response to the commission of a Focused Act by a Student should be determined by the Principal or designee after reviewing the Student’s Crisis Plan and Behavior Intervention Plan including a De-escalation Plan. The Parties agree that each incident will be addressed on a case by case basis to promote a response proportional

to the various and differing factors affecting each Student determined within his/her Individualized Education Plan (IEP).

1. First-tier responders. Within the classroom setting, school staff members are to follow the classroom behavior system, individual Behavior Intervention Plans and Crisis Plans when addressing problematic behavior. They initiate research-based interventions before requesting assistance with a Student unless there has been a Violent Physical Assault.
2. Second-tier responders. When a staff member has a Student who is showing signs of escalation and has tried the appropriate interventions without success, the child study team or security may be called. If the child study team personnel are unable to move the Student to another location safely, security will be contacted to remove the Student, initiate de-escalation interventions, and continue implementing the Crisis Plan. When the Student exhibits Violent Behavior, or commits a Violent Physical Assault resulting in the injury of another person, Police will be contacted to assist, a CIT Officer will be requested and will respond as available. The parent/guardian will also be notified.
3. Third-tier responders. If the Student continues to escalate, the parent and/or identified community service providers, as identified in the Student's IEP, will be contacted for assistance. If the Student does not have community service support, the parent and Student will be referred to JIAC to complete an assessment survey.
4. Fourth-tier responders. If the Student's community service support providers have not been successful in de-escalating the Student, Police will be contacted to assist and a CIT Officer will be requested and will respond as available to assist. If the Student exhibits homicidal or Suicidal Behavior at any time throughout the de-escalation process, Police or a CIT Officer will be contacted to assist and/or file a report, then the Student will be taken to COMCARE Crisis for a Mental Health Assessment or to a secure mental health facility.

## **B. Procedures After Crisis Behavior is Managed.**

After the incident and once the Student returns to the school setting, the staff will follow the Crisis Prevention Intervention Coping Model to work toward changing the Student's behavior and improving staff response to future crisis situations.

After multiple intakes for a Student who continues to experience "crisis" level behavior, and who is suspected of neglect due to lack of parents/guardians follow-through on recommended services for that Student, SRS will be contacted by making a new report to the Kansas Protection Report

Center (1-800-922-5330). The report should indicate the attempts to help the parent(s) engage in services for the Student and the continued crisis incidents. Bruce Brown at SRS may be contacted (316-337-6117) to consult on the report and/or facilitate appropriate contact with an SRS Social Worker.

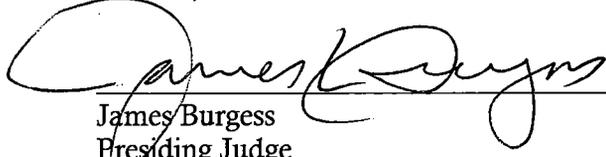
**C. Procedures for Handling Suspected MOU Violations.**

If a Student is transported to JIAC, the Program Manager will email the intake summary to the Sedgwick County Juvenile Justice Liaison for the purposes of Memorandum oversight. The information will then be shared back to the appropriate parties involved on a case by case basis.

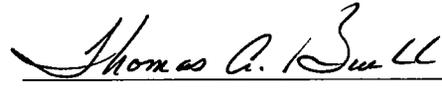
**IV. DURATION AND MODIFICATION OF THE MEMORANDUM OF UNDERSTANDING**

This Memorandum shall become effective immediately upon its execution by all Parties hereto and shall remain in full force and effect until such a time as terminated in writing by any party to the Memorandum. This Memorandum shall terminate effective the day written termination is provided to all Parties. This Memorandum may be modified at any time by written amendment to the Memorandum executed by all Parties hereto. The Parties acknowledge and agree to meet monthly for the first year of implementation to provide oversight of the Memorandum by reviewing data and make recommendations to the heads of each agency on any modification to the Memorandum.

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



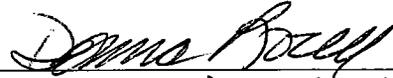
James Burgess  
Presiding Judge  
18<sup>th</sup> Judicial District Court, Juvenile Division



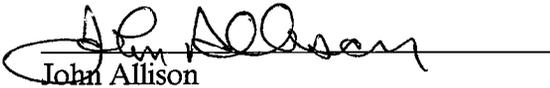
Thomas A. Buell, LMSW  
Director  
DCCCA Family Preservation



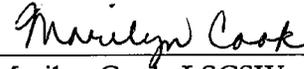
Norman Williams  
Chief of Police  
Wichita Police Department



Shelley Duncan *Danna Rozell*  
President and CEO (PO of Perm Services  
United Methodist Youthville, Inc.



John Allison  
Superintendent  
Wichita Public Schools



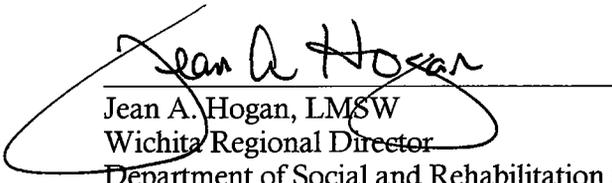
Marilyn Cook, LSCSW  
Executive Director  
COMCARE



Tom Kimbrell, Program Manager  
Sedgwick County Department of Corrections  
Juvenile Intake and Assessment Center

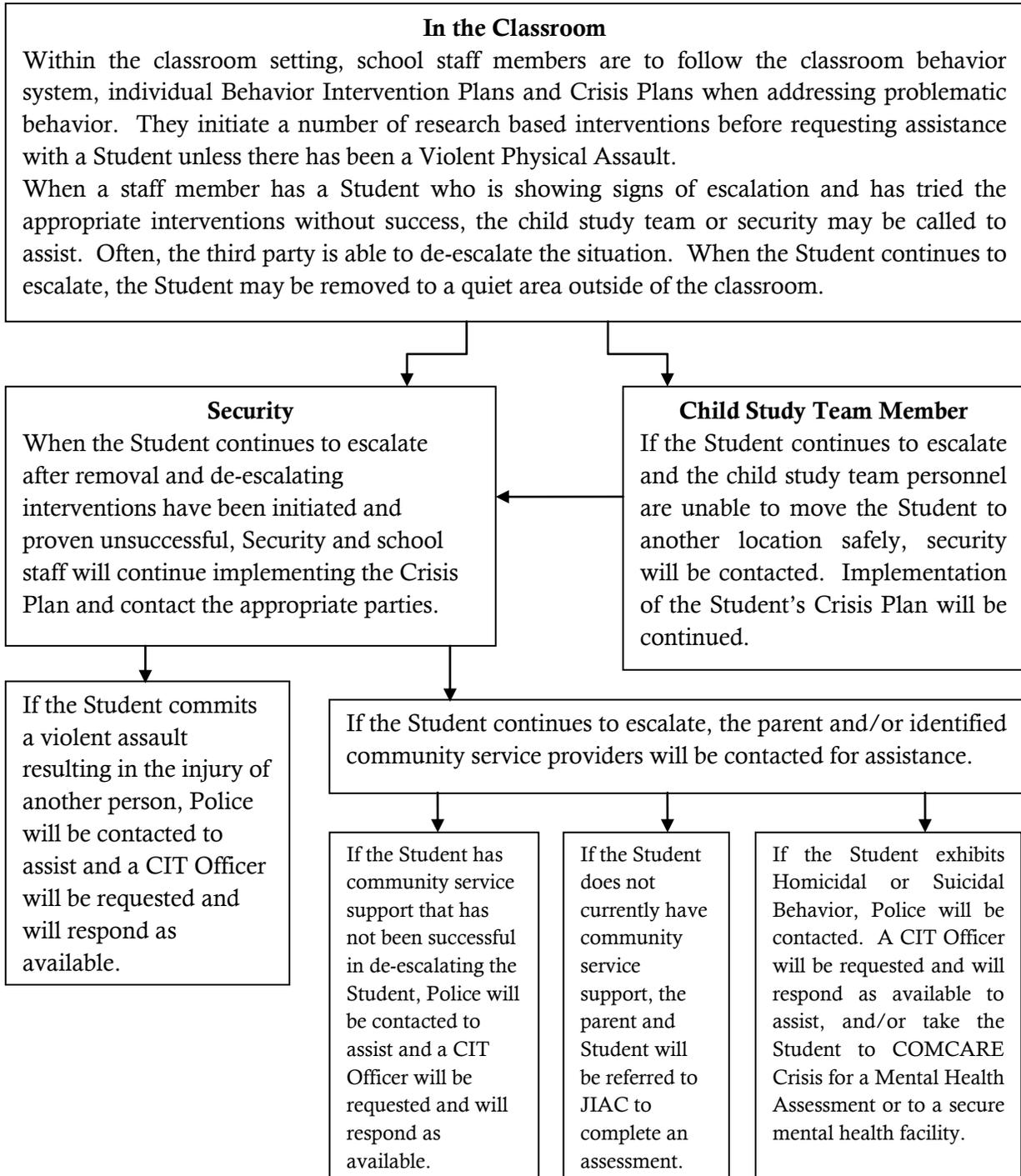


Chad VonAhnen  
Director  
Sedgwick County Developmental  
Disability Organization



Jean A. Hogan, LMSW  
Wichita Regional Director  
Department of Social and Rehabilitation Services, the Wichita Region

## Alternative School Procedures for Responding to Student Acting Out Behavior



After the incident and once the Student returns to the school setting, the staff will follow the Crisis Prevention Intervention Coping Model to work toward changing the Student's behavior and improving staff response to future crisis situations.