

MEMORANDUM OF UNDERSTANDING BETWEEN TOPEKA UNIFIED SCHOOL DISTRICT 501

AND

THE TOPEKA POLICE DEPARTMENT

AND

KANSAS CHILDRENS SERVICE LEAGUE (JUVENILE INTAKE AND ASSESSMENT CENTER)

AND

SHAWNEE COUNTY DEPARTMENT OF CORRECTIONS

The City of Topeka, the Topeka Police Department (TPD), the Topeka Public Schools, Unified School District No. 501, Shawnee County, Kansas ("DISTRICT" or "TPS"), the Juvenile Intake and Assessment Center (JIAC) and the Shawnee County Department of Corrections (CORRECTIONS), enter into this Memorandum of Understanding this 1<sup>st</sup> day of July, 2017, to establish understanding between community agencies (the 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 secondary goal is to foster positive police/youth engagement within primary and secondary public schools in the DISTRICT and avoiding unnecessary criminalization of DISTRICT students for whom arrest and juvenile court involvement create serious potential long-term consequences.

WHEREAS, DISTRICT currently employs Campus Police officers with law enforcement authority, pursuant to K.S.A. 72-8222, at schools in the DISTRICT; and

WHEREAS, TPD employs sworn police officers specially trained, experienced, and competent to provide the services as School Resource Officers ("SRO's") in the DISTRICT on the terms and conditions provided for in a separate MOU agreement; and

WHEREAS, the parties acknowledge that law enforcement plays an essential role in maintaining safety in the school and the community; and

WHEREAS, the parties also acknowledge that the unnecessary use of arrests and referrals to the criminal justice system may decrease a student's chance of graduation, entering higher education, joining the military, and getting a job; and

WHEREAS, in 2015, the bipartisan Kansas Juvenile Justice Workgroup found that Kansas' juvenile justice system, despite a decreasing rate of arrests, is cycling youth, the vast majority who commit lower-level offenses and have limited criminal histories, through more out-of-home placements and holding them away from home longer than a decade ago; and

WHEREAS, in 2015, the bipartisan Kansas Juvenile Justice Workgroup found that the lack of alternative responses available in communities and the lack of standardization leads to disparate outcomes; and

WHEREAS, statistics show that across the country students of color, students with disabilities, and LGBTQ students are disproportionately impacted by school-based arrests for the same behavior as their peers; and

WHEREAS, under the Kansas Juvenile Justice Reform Act of 2016, (ACT) school districts must develop memoranda of understanding with relevant stakeholders to reduce the number of school-based referrals for disciplinary action to law enforcement or the juvenile justice system and establish guidelines for how and when school-based behaviors are referred to law enforcement or the juvenile justice system; and

WHEREAS, under the ACT, any law enforcement officer primarily assigned to a school and school administrators must receive skills development training for responding effectively to crime or misconduct in school while minimizing student exposure to the juvenile justice system; and

WHEREAS, under the ACT, the Kansas State Board of Education (KSDE) must collaborate with the Attorney General and the Kansas Law Enforcement Training Center to develop this skills training, and

WHEREAS, the Kansas Legislature encourages schools to use alternatives to suspension, expulsion or referral to law enforcement agencies by addressing disruptive or criminal behavior through restitution, citation, restorative justice, or similar programs; and

WHEREAS, the parties agree to cooperate with each other to reduce the likelihood that interactions between police officers and young people in and around schools will have negative outcomes or result in unnecessary police action;

NOW, THEREFORE, the Parties agree as follows:

1. 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. The Parties are entering into this cooperative effort to delineate the responsibilities of each party when school districts are required to report student behavior under Kansas law and when schools need the assistance of law enforcement and the district attorney to protect the safety of all students or an individual student or staff members to serve the best interests of the student and the community.
2. The Parties acknowledge that avoiding formal arrest, handcuffing, and transporting the student to juvenile intake may reduce the risk of the student being negatively labeled.
3. 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. The goal of these guidelines is to reduce the number of referrals, while continuing to protect the public safety. The Parties further acknowledge that the guidelines are intended to establish uniformity in the handling of school-based behavior incidents while ensuring that each case is addressed on an individual, case-by-case basis.
4. The Parties acknowledge and agree that the manner in which each incident is handled by each party through its representatives is dependent upon the many factors unique to each child that includes, but is not limited to the student's background; present circumstances; disciplinary record; academic record; general demeanor and disposition toward others; disability or special education status, including the student's individualized education program, crisis plan, or behavior intervention plan; mental health status; criminal record, and other relevant factors. Therefore, the parties acknowledge

that students involved in the same incident or similar incidents may receive different and varying responses depending on these factors and needs of each student.

5. To address these issues and ensure that all students have access to a safe and effective learning environment, the parties agree to enter into a cooperative agreement governing appropriate responses and use of resources when responding to school-based misbehavior and criminal conduct.
6. Definitions:
  - a. "Behavior intervention plan" means a plan created by a team of district staff and parents that includes strategies, including positive behavioral interventions and supports, designed to prevent behavior that impedes a child's learning or that of others.
  - b. "Campus Police officer" means a school security officer designated by the board of education of any school district pursuant to K.S.A. 72-8222, and amendments thereto.
  - c. "Crisis plan" means steps to follow, including who to contact, when a student's behavior escalates to a crisis level and/or the student appears to be in danger of harming self or others.
  - d. "Individualized Education Program" or "IEP" means a written education program for each exceptional child that is developed, reviewed and revised in accordance with the provisions of K.S.A. 72-987, and amendments thereto.
  - e. "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 law of this state or any Kansas municipality. This term includes a "campus police officer" and a "school resource officer."
  - f. "Low-level school-based offenses" are misdemeanor type, low-level offenses against order. For purposes of this agreement, all misdemeanor crimes shall be considered a "low-level school-based offense" unless the act involves violence, resulting in significant injury to another, or, in the discretion of the officer, requires referral. In terms of school behavior, this may include, but

is not limited to, behaviors such as fighting, disrupting school, disorderly conduct, possession of alcohol, possession of marijuana (misdemeanor amounts), minor vandalism/destruction of property, and petit theft.

- g. “Notice to Appear” (NTA) is the alternative to arrest and transport by a TPD or Campus Police Officer to Juvenile Intake and Assessment Center (JIAC) for crimes committed by a student at school, on school property, on school transportation, or at a school-sponsored event.
- h. “Responsible Party” may be the parent or some other person identified by the parent, or someone identified of the Pupil Information Form (PIF).
- i. “School-based behaviors” means any misconduct by a student that occurs at school, on school property, on school transportation, or at a school-sponsored event. Conduct which can result in suspension or expulsion of a student includes:
  - i. Willful violation of any published regulation for student conduct adopted or approved by the board of education;
  - ii. Conduct which substantially disrupts, impedes or interferes with the operation of any public school;
  - iii. 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;
  - iv. Conduct which, if the 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;
  - v. Conduct at school, on school property, or at a school supervised activity which, if the pupil is an adult, 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
  - vi. 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.
- j. “School resource officer” means a law enforcement officer or 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. SROs in TPS are specially trained TPD Officers assigned to the district’s middle schools. An SRO fills many different roles within his or her school including teacher, counselor, mentor, and law enforcer.

- k. "Student" means a child officially enrolled in a TPS school.
- l. "Police officer discretion": Exercise of discretion refers to situations when police officers choose among legal options available to them or identify certain priorities in an enforcement framework such as whether to arrest or cite. Officers exercise discretion within the limits of their authority by relying on their experience, the purposes of law enforcement, the totality of the facts under investigation, and safety concerns.
- m. "Involvement in a school-based incident" by police officers includes any action beyond data collection and may include (1) opening a case file; (2) conducting an investigation; (3) being called to, or arriving at, a school campus; (4) questioning and/or searching of any students or school personnel; (5) issuing tickets/citations; or (6) conducting arrests and /or making referrals to the juvenile justice system.
- n. "Weapon" means (1) any weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (2) the frame or receiver of any weapon described in the preceding example; (3) any firearm muffler or firearm silencer; (4) any explosive, incendiary, or poison gas (A) bomb, (B) grenade, (C) rocket having a propellant charge of more than four ounces, (D) missile having an explosive or incendiary charge of more than ¼ ounce, (E) mine, or (F) similar device; (5) any weapon which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than ½ inch in diameter; (6) any combination of parts either designed or intended for use in converting any device into any destructive device described in the two immediately preceding examples, and from which a destructive device may be readily assembled; (7) any bludgeon, sandclub, metal knuckles or throwing star; (8) any knife, commonly referred to as a switch-blade, which has a blade that opens automatically by hand pressure applied to a button, spring or other device in the handle of the knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an

outward, downward or centrifugal thrust or movement; (9) any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun. The term "weapon" does not include within its meaning: (1) An antique firearm; (2) an air gun; (3) any device which is neither designed nor redesigned for use as a weapon; (4) any device, although originally designed for use as a weapon, which is redesigned for use as a signaling, pyrotechnic, line throwing, safety or similar device; (5) surplus ordinance sold, loaned or given by the secretary of the army pursuant to the provisions of section 4684(2), 4685 or 4686 of title 10 of the United States Code; or (F) class C common fireworks.

#### 7. School Discipline Issues

a. Campus Officers and SROs assigned to schools shall not function as school disciplinarians.

They generally should not become involved in any form of school administered punishment, except as a witness or to educate the student on potential juvenile justice consequences if the misconduct continues, if requested by school personnel.

b. If the staff of the DISTRICT believes a violation of the law has occurred in a disciplinary situation, they shall contact the SRO in their building or the Campus Police Department who will determine whether law enforcement action is appropriate. 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 building principal, or his/her designee, the student's behavior is so disruptive that it creates a reasonable and foreseeable risk of significant harm to self, others, or property.

#### 8. Responding to Student Misbehavior

a. The Parties agree that the response to the commission of a school-based behavior should be determined by 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. Each incident should be addressed on a case-by-case basis to promote a uniform response proportional to the unique factors.

- b. If a student misbehaves, the school principal and/or designee, will be the primary source of intervention and disciplinary consequences. DISTRICT Discipline Policy 8125 should guide the responses to particular types of misbehavior.
- c. School personnel must attempt to de-escalate student behavior before calling or otherwise involving police in the school-based misconduct.
- d. School officials, campus police, and SROs should make every effort to connect students to school or community-based support services, such as counseling, mentoring, or extra-curricular activities, when appropriate.
- e. Many types of minor student misbehavior may technically meet the statutory requirements for misdemeanors, but are best handled outside of the criminal justice system. Whenever a student is detained by a Campus Police officer or SRO for an instance of misbehavior, the parties agree that the response to the commission of a low-level school-based offense should be determined using a system of graduated sanctions, disciplinary methods and/or educational programming before a complaint is filed with the Juvenile Court. A student who commits a low-level school-based offense should receive a written warning and/or a subsequent referral to an appropriate program before the student is taken or referred to JIAC for the filing of a complaint in the Juvenile Court.
  - i. First offense. A student who commits one of the low-level school-based offenses may receive a Warning Notice that his or her behavior is a violation of the criminal code and school policy, and that further similar conduct may result in a referral to the JIAC. The Campus Police officer or SRO shall have the discretion not to issue a Warning Notice and in the alternative may admonish and counsel or take no action.

- ii. Second offense. Upon the commission of a second or subsequent low-level school-based offense in the same or a subsequent school year, the student may be referred to JIAC. However, the Campus Police Officer or SRO shall have the discretion to issue a Warning Notice upon the commission of a second low-level school-based offense, if, after considering the factors outlined in subsection (g), below, the officer determines referral to JIAC is not warranted under the circumstances. If referral to JIAC is the chosen option, the Campus Police officer or SRO shall serve a notice to appear on the student and provide a copy of the notice to appear to JIAC.
- iii. Third offense. If a student commits a third or subsequent low-level school-based offense, the Campus Police Officer or SRO may refer the student to JIAC. If referral to JIAC is the chosen option, the Campus Police officer or SRO shall serve a notice to appear on the student and provide a copy of the notice to appear to JIAC. After considering the factors outlined in subsection (g), below, the officer may recommend the student be allowed to participate in the Immediate Intervention Program if the officer believes participation in that program would be appropriate. JIAC and the District Attorney's Office shall consider this recommendation in determining the appropriate consequence for the student's misconduct.
- f. Behavior that rises to the level of a felony offense is not included herein, and should generally be referred to law enforcement. Any student who is arrested for a felony and who is on court supervision, or who is likely to pose a public safety risk, shall be taken by Campus Police officers or SROs to JIAC.
- g. All parties involved in school discipline decisions shall consider the surrounding circumstances including the age; history, including disciplinary history; disability; special education status; other factors that may have influenced the behavior of the student; the degree of harm caused; and the student's willingness to repair the harm.

9. Treatment of Elementary Age or Mentally Incompetent Students

- a. The parties acknowledge that they will make diligent efforts to avoid the detention of juveniles who may be mentally incompetent unless they pose a high risk of serious bodily injury to others.
- b. The parties acknowledge that the commission of a criminal act by a child may not always necessitate the treatment of the child as a juvenile offender, especially elementary age juveniles for whom other interventions may be made available within the school and/or other agencies to adequately respond to and address the offense allegedly committed by the juvenile.

10. Application of School DISTRICT Policies:

Officers assigned to the DISTRICT shall abide by the policies of the DISTRICT and comply with all laws, regulations, and school board policies applicable to employees of the DISTRICT, including, but not limited to, laws, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided the SRO's and Campus Police Officers shall, under no circumstances, be required or expected to act or in a manner inconsistent with their duties as law enforcement officers.

11. Disclosure of Personal Student information.

DISTRICT staff may disclose personally identifiable information from the educational record of a student to an SRO or Campus Police Officer if the officer has a legitimate educational interest in having access to the information or if a dangerous health or safety situation exists and knowledge of that information is necessary to protect the health or safety of a student or other persons. If the school administration determines that there is credible, articulated and significant threat to someone's health or safety it may disclose the information and must keep a record showing what led to the decision to disclose and why disclosure was justified.

12. Required Reporting to Law Enforcement

- a. Truancy, K.,S.A. 72-1113

Procedures for reducing truancy in the school district are set forth in the DISTRICT Truancy Procedures Manual. School personnel closely monitor student attendance and attempt to address truancy as early as possible. The parties agree that required reports of truancy to the District Attorney's office shall be made by the Director of School Safety, or his designee, at the direction of the school employee designated pursuant to K.S.A. 72-1113.

The Director of School Safety shall assign officers to take steps to address school attendance issues through home visits, apprehension and return of students to school, or other appropriate actions. The Director of School Safety may seek the assistance of school personnel with these efforts.

- b. The School Safety and Security Act, K.S.A. 72-89b01, et seq., as amended, requires DISTRICT to adopt a policy that includes a requirement that school employees report if they know or have reason to suspect any conduct occurring at school, on school property or at a school supervised activity constitutes the commission of a felony or misdemeanor or which involves the possession, use, or disposal of explosives, firearms, or other weapons.
  - i. School personnel shall not be required to report those acts defined as low-level school-based offense under this agreement to law enforcement unless the act actually results in the filing of a complaint against the student.
  - ii. Acts that are more serious than low-level school-based offenses should be reported to law enforcement.
  - iii. For purposes of this section, "report to law enforcement" shall mean a report to a Campus Police officer or SRO. Any officer receiving such report shall relay the information to the Director of School Safety.
  - iv. School Safety Reporting. The Director of School Safety shall keep a record of the types and frequency of criminal acts that are required to be reported pursuant to this section of this Memorandum, including arrests and referrals to law enforcement or JIAC services

made in conjunction to the criminal act. Such information shall be disaggregated by occurrences at school, on school property and at school supervised activities. Such information shall be further disaggregated by the student's race, gender, age, and other demographic information.

TPD agrees to provide quarterly reports, on or before the last day of March, June, September and December, to the Director of School Safety of any information required to be reported under this provision. JIAC and the District Attorney's office agree to provide quarterly reports on the number of DISTRICT student's referred to the JIAC, the number referred the IIP, the number who successfully complete the IIP, and the number of students referred for prosecution. Such information shall be further disaggregated by the student's race, gender, age, and other demographic information.

c. Suspension of Driver's License, K.S.A. 72-89c01, et seq.

Whenever a pupil age 13 or older

- i. knowingly has direct physical control over a weapon or illegal drug; or
- ii. knowingly has the power and the intention at a given time to exercise dominion or control over a weapon or illegal drug; or
- iii. has engaged in an act or behavior, at school, upon school property which resulted in, or was substantially likely to have resulted in, serious bodily injury to others

at school, on school property, or at a school supervised activity, the building principal of the school which the student attends shall make a report of the act to a Campus Police officer or SRO as soon as possible. If the officer normally assigned to the building is unavailable, a report shall be made to the Director of School Safety or another officer in his office.

The Campus Police officer or SRO shall investigate the matter and give written notice of the act committed by the student to TPD within three days of the report from the principal. TPD

shall forward the written notice to the division of motor vehicles as soon as possible, but not more than 10 days after the act was reported by the principal.

d. Child Abuse Reporting, K.S.A. 38-2223

- i. School administrators who have reason to suspect a child has been harmed as a result of physical, mental or emotional abuse or neglect or sexual abuse must report the matter promptly to the Department of Children and Families. If DCF is not open for business, the report shall be made to law enforcement.
- ii. Teachers and other school personnel who have reason to suspect a child has been harmed as a result of physical, mental or emotional abuse or neglect or sexual abuse must report the matter promptly to either their building principal or the Department of Children and Families. If the report is made directly to DCF, the teacher or employee shall inform the building principal that the report has been made. If the report is made to the principal, the principal shall ensure that a timely report is made to DCF, either by submitting the report himself or herself or assisting the employee in completing and submitting the report.

e. Emergency Safety Interventions, K.S.A. 72-89d01

The use of seclusion or restraint with a student is a safety intervention, not a disciplinary technique, to be used by school personnel only in strict compliance with statutory requirements. All schools should have adequate numbers of personnel trained in MANDT techniques for deescalating and controlling student behavior. Campus Police or SROs should not be called to restrain a student unless school personnel have exhausted all means of deescalating student behavior, including, if necessary, the use of district approved restraint by school personnel, and safety concerns have not been alleviated.

13. Law Enforcement Officer Discretion: Nothing in this MOU is intended to limit the discretion of law enforcement. Campus police officers or SRO's responding to an incident or consulting with school

officials are encouraged to use their discretion in determining the best course of action, especially when using alternatives to arrest. While the option to use the criminal justice system is available for many incidents, the totality of the circumstances should be taken into consideration and any less punitive or restrictive alternatives that ensure the safety of the school community should be considered.

14. Parental Notification: The DISTRICT has adopted a policy requiring notification of a student's parent(s) or guardian (s) whenever the student is taken into custody by a campus police officer or an SRO. Any Campus Police Officer or SRO who takes a child into custody shall comply with District policy and the procedures set forth in K.S.A. 2016 Supp. 38-2330.

15. Parties will ensure that members of their respective agencies, especially those directly interacting with students and making discipline or arrest decisions are trained in the content of this MOU within three months of signing this MOU. Training and implementation for existing parties should be an on-going process and any new officers, employees, agents, representatives, contractors or subcontractors whose work relates to this MOU should be trained as they are hired.

a. Training of Police Officers.

- i. All Campus Police officers and SRO's must be carefully selected law enforcement officers who have received specialized training in the use of police powers in a school environment. They must successfully complete Kansas mandatory skills development training provided by the Kansas Law Enforcement Training Center (KLETC) or its designee for responding effectively to criminal conduct in schools and training to assist in reducing instances of unnecessary exposure to the juvenile justice system. They must attend law enforcement in-service training as required. Besides KLETC training, Campus Police officers and SRO's must also develop increased understanding of how to interact effectively with youth through other coordinated training on basic concepts of adolescent development and appropriate situational responses, biased-free policing, including

recognizing implicit bias, and cultural competence, restorative justice techniques, special accommodations for students with disabilities, working with specific student groups such as students with disabilities or limited English proficiency, and students who are lesbian, gay, transgender or bisexual. Such trainings, as required by the Director of School Safety, shall continue on an annual basis.

b. Training of School Personnel.

- i. The Superintendent or her designee shall complete the KLETC training, and may designate other employees to attend such training as allowed by KLETC.
- ii. All building administrators, Campus Police Officers, school counselors, behavior specialists, and school-based social workers will receive training on the contents of this Memorandum and the procedures that should be followed in disciplinary situations with students prior to the first day for student attendance in the 2017-18 school year. Such training may also include information from the KLETC training or other information about effective interaction between police and youth. Training on the Memorandum shall be included in orientation materials for any new hires within these categories of employment.
- iii. School personnel will receive training on the contents of this Memorandum during the first semester of the 2017-18 school year. Such training may also include information from the KLETC training or other information about effective interaction between police and youth. New teachers shall be informed of the contents and implementation of this memorandum as part of their new teacher orientation training.
- iv. School personnel shall remain current on appropriate methods for deescalating and addressing student behavior.

- c. Training of Other Personnel: Any contracted partners or student service providers should be trained on the provisions of this agreement.

16. Community Outreach.

To the extent feasible, SRO's and Campus Officers will:

- a. Participate in positive student activities in the school community in order to build trusting and respectful relationships with students, families, and staff.
- b. Collaborate with school-based community organizations, parent-teacher organizations, student government and school staff to develop opportunities for positive activities such as panel discussions, mentoring programs, community coalitions of task forces.

17. Media Relations: Release of information

- a. The release of information concerning incidents reportable to law enforcement authorities pursuant to law and the terms of this MOU shall be coordinated.
- b. The parties may release as much information as allowable by law with due consideration given to the investigative concerns and the need to limit disruptions to school functions and protect the privacy of the students and staff involved.

18. Language of Mutual Respect:

The goal of this MOU is to create a climate of mutual respect between all members of the school community: SRO's, Campus Police, students, staff, administrators and parents. The parties to this agreement agree that their respective employees should at all times, exhibit polite, courteous and dignified deportment toward all citizens and co-workers.

19. Distribution of copies of the MOU:

- a. Distribution of copies of the MOU: The TPD and TPS will ensure that copies of the MOU are distributed to all of its police officers and SRO's and that appropriate training regarding the provisions of this MOU and their responsibilities under it are provided.

- b. The DISTRICT will ensure that copies of this MOU are distributed at all its school sites and that appropriate training regarding the provisions of this MOU and staff responsibilities under the MOU is provided.
20. Withdrawal from MOU Agreement: A party may terminate their participation in the agreement by providing written notice to all parties to this Agreement of their intent to withdraw thirty days from the date of the letter. The party wishing to terminate may withdraw at the end of the thirty days, or earlier if it is mutually agreeable among the parties, if after discussion with the other parties, the decision to withdraw from the MOU agreement has not changed. An updated MOU reflecting that change shall be provided to all parties.
21. When any of the parties desires to give notice to the other, the notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party or parties for whom it is intended at the place last specified; the place for giving notice shall remain until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

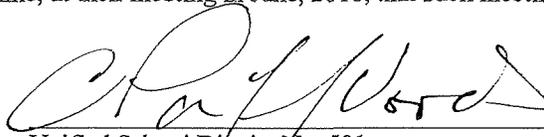
For U.S.D. No. 501:  
Clerk of the Board  
Topeka Public Schools, U.S.D. No. 501  
624 SW 24<sup>th</sup> St  
Topeka, KS 66611

For Topeka Police Department:  
Topeka Chief of Police  
Law Enforcement Center  
320 S. Kansas Avenue, Suite 100  
Topeka, Kansas 66603

For Kansas Juvenile Intake and Assessment Center:  
Gail Cozadd  
Kansas Children's Service League  
3545 SW 5th St.  
Topeka, KS 66606

For Shawnee County Department of Corrections:  
Brian Cole, Director  
Shawnee County Department of Corrections  
501 SE 8<sup>th</sup> Street  
Topeka, KS 66607

22. This Memorandum shall become effective July 1, 2017, and shall remain in full force and effect until such time as terminated in writing by all parties to the Memorandum. The Memorandum shall terminate effective the day written termination is provided to all parties. The Memorandum may be modified at any time by written amendment to the Memorandum executed by all parties to it.
23. The parties acknowledge and agree to meet in June, 2018, to provide oversight of the Memorandum by reviewing data and making recommendations to the heads of each agency on any modification of the memorandum. Thereafter, the parties will meet annually in June to review data and discuss changes, unless the parties determine, at their meeting in June, 2018, that such meetings are not necessary.



Unified School District No. 501



Topeka Police Department



Shawnee County Department of Corrections



Kansas Children's Service League/Juvenile Intake & Assessment

Participating in the development, but not PARTIES to the agreement:

\_\_\_\_\_  
Shawnee County District Court

\_\_\_\_\_  
Shawnee County Office of the District Attorney

APPROVED AS TO  
FORM & LEGALITY

JUN 05 2017 

CITY ATTORNEY'S OFFICE