

**MEMORANDUM OF UNDERSTANDING
COMMUNITY TRUANCY BOARDS**

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by and between the Kitsap County Juvenile Justice Department (“KCJD”) and the North Kitsap School District (“District”) as required by chapter 28A.225 RCW.

I. PURPOSE

The parties are executing this MOU in compliance with the requirements of chapter 28A.225 RCW, to establish a coordinated and collaborative intervention approach to truancy. This MOU is intended to establish communication and understanding between the parties, define the responsibilities, and facilitate a collaborative and uniform process for truancy cases.

II. AUTHORITY

The parties’ actions regarding truancy are governed by chapter 28A.225 RCW.

III. RESPONSIBILITIES

A. The parties agree to work collaboratively to do the following:

1. Establish a coordinated and collaborative approach to reduce chronic absenteeism and involvement of truant students in court through the development and implementation of culturally appropriate practices and evidence based services that include but are not limited to: (A) KCJD Truancy Abatement Program; and, (B) the creation and operation of Community Truancy Boards (CTB) in compliance with chapter 28A.225 RCW;
2. Establish protocols and procedures;
3. Coordinate trainings;
4. Coordinate interventions for truant students;
5. Track and utilize data as provided in chapter 28A.225 RCW; and
6. Share evidence-based and culturally appropriate promising practices.

IV. DISTRICT RESPONSIBILITIES

A. The District agrees to do the following:

1. Implement Community Truancy Boards no later than the 17-18 school year.
2. Assign a District designee to work with the KCJD and OSPI to coordinate District efforts to address chronic absenteeism and truancy;
3. Comply with RCW 28A.225.030 by exclusive means of filing a truancy petition on or after a minimum of five (5) unexcused absences in a month, or, a minimum of ten (10) unexcused absences during the school year;
4. Prepare and sign truancy petitions using forms provided by KCJD, and gather necessary documentation;
5. Not refer truant students directly to CTB;
6. Allow the KCJD to make initial intervention efforts through the KCJD Truancy Abatement Program, with limited exception as set forth in section (V)(A)(4) below;
7. Not make attendance agreements with truant students outside of CTB or the courts;
8. Accept referrals from KCJD Truancy Abatement Program where the interventionist has determined CTB intervention is needed;

9. Collaborate with KCJD as needed to coordinate interventions for truant and chronically absent students, including the KCJD Truancy Abatement Program; Utilize data to determine appropriate interventions; and
10. Participate in training, education, and coordination necessary to carry out the responsibilities herein.

V. KCJD RESPONSIBILITIES

A. KCJD agrees to do the following:

1. Partner with the Districts to create and implement Community Truancy Boards prior to the beginning of the 2017-18 school year;
2. Work cooperatively with the District to provide training on the process of filing stay petitions for truant youth;
3. Provide the District with form petitions and review for legal sufficiency;
4. Upon receipt and filing of a truancy petition from the school district, to make first intervention with the truant student through the KCJD Truancy Abatement Program. In limited circumstances, where the school district has determined it is necessary in an individual case, the school district may contact the KCJD and request the KCJD reject abatement on a truant student, in which case the KCJD shall refer that case to the appropriate CTB without abatement. Upon making the request the school district shall also provide reasons for the request in writing to the KCJD.
5. Assign the District a Truancy Interventionist to do the following:
 - i. Coordinate, manage, and operate the KCJD Truancy Abatement Program, including consultation and meetings with the truant student, his or her parent, and the school, and, entering into agreements to improve a child's attendance through the KCJD Truancy Abatement Program;
 - ii. Refer truant students to CTB where deemed appropriate by the interventionist;
 - iii. Accept referrals from CTB where the CTB decide court intervention is necessary;
 - iv. Dismiss any petitions where the CTB have requested dismissal;
 - v. Monitor students based on the level of concerns and attendance;
 - vi. Provide suggestions as to possible interventions based on individual situations and behaviors;
 - vii. Process truancy petitions received from the district;
 - viii. File the petition and any additional paperwork;
 - ix. Send the notice and summons to the student and/or parent/guardian(s);
 - x. Inform the District if the District's request for a petition has been declined and indicate the basis for the rejection;
 - xi. File motions to strike or reset a case after receiving the appropriate information from the District;
 - xii. Provide information to the District regarding the case status, hearings, and other related matters relating to the truancy case.
6. Release all available data the KCJD possesses on truancy filings to school districts as requested and as necessary to assist them in complying with RCW 28A.225.151 and other related laws. Any data released shall not disclose the name or other identification of a child or parent.

VI. TERM AND TERMINATION

This Agreement shall be effective when last executed by both parties and shall remain in effect until August 31, 2018, at which time it will automatically renew for a one (1) year term. Thereafter, this Agreement will automatically renew for successive one (1) year terms, unless modified or terminated by either party. Either party may unilaterally terminate this Agreement at any time for any reason upon giving 30 days prior notice to the other party.

VII. LIABILITY

Each party agrees to assume liability for its own risks arising from or related to activities conducted under this Agreement.

VIII. MODIFICATION

This Agreement shall not be amended or modified without the prior written consent of the parties.

Signature of District Superintendent or designee

Date

Signature of Judge or designee, Juvenile Court

Date