

Memorandum of Agreement

This Agreement made and entered into as of the date set forth below, by and between the
[List Agencies Here]

WITNESSETH:

WHEREAS, all parties are committed to providing appropriate programs and services to prevent children from becoming at risk and to intervene with children already involved in the juvenile justice system; and

WHEREAS, the parties to this agreement desire a maximum degree of long range cooperation and administrative planning in order to provide for the safety and security of the community and its children; and

WHEREAS, all parties are committed to improving services to children in the juvenile justice system through sharing information, eliminating duplication of services and coordinating efforts; and

WHEREAS, all parties mutually agree that sharing resources, where feasible, and in particular, training efforts, may result in improved coordination; and

WHEREAS, it is the understanding by all parties that certain roles in serving children and youth are required by law, and that these laws serve as the foundation for defining the role and responsibility of each participating agency; and

WHEREAS, all parties mutually agree that all obligations stated or implied in this agreement shall be interpreted in light of, and consistent with governing State and Federal laws;

NOW, THEREFORE in consideration of the following agreements, the parties do hereby covenant and agree to do the following:

EACH OF THE PARTIES AGREE TO: (for example)

1. Promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal of reducing juvenile crime.
2. Participate in interagency planning meetings, as appropriate.
3. Assign staff, as appropriate, to participate in a consolidated case management system, reentry into school of children returning from detention or commitment program, and other information-sharing activities to assess and develop plans for at-risk youth and those involved in the juvenile justice system.
4. If applicable, participate in the planning and implementation of a juvenile assessment, receiving, and truancy center to the extent feasible for each party.
5. Jointly plan, and/or provide information and access to, training opportunities, when feasible.
6. Develop internal policies and cooperative procedures, as needed, to implement this agreement to the maximum extent possible.
7. Comply with relevant State and Federal law and other applicable local rules which relate to records use, security, dissemination, and retention/destruction.

THE JUVENILE COURT AGREES TO: (for example)

1. Notify the Superintendent, or designee, of the name and address of any student found to have committed a delinquent act or who has had adjudication withheld. Notification shall be within 48 hours and shall include the specific delinquent act found to have been committed or for which adjudication was withheld, or the specific felony for which the student was found guilty.
2. Identify sanctions for youth who are in contempt of court due to violation of a court order on school attendance.
3. Upon request by the school district, share dispositional information with the Superintendent or his designee regarding juveniles who are students within the educational system for purposes of assessment, placement, or security of persons and property.
4. Consider the issuance of court orders necessary to promote the goals of this agreement, particularly information sharing between the agencies involved.
5. Develop, in cooperation with School and law enforcement, and local service providers, a written plan to determine the procedures to take when a child is identified as being truant from school.
6. Develop appropriate internal written policies to insure that confidential education record information is disseminated only to appropriate personnel.

THE DEPARTMENT OF PROBATION AGREES TO: (for example)

1. Notify the Sheriff and Superintendent of Schools or designees, immediately upon learning of the move or other relocation of a juvenile offender into, out of, or within the jurisdiction, who has been adjudicated, or had adjudication withheld for a violent misdemeanor or felony.
2. Share dispositional, placement, and case management information with other agencies as appropriate for purposes of assessment, placement, and enhanced supervision of juveniles.
3. Develop, in cooperation with School and law enforcement, and local service providers, a written plan to determine the procedures to take when a child is identified as being truant from school.
4. Develop appropriate internal written policies to insure that confidential education record information is disseminated only to appropriate personnel.

THE DEPARTMENT OF HEALTH [OR SOCIAL SERVICES OR SIMILAR AGENCY] AGREES TO: (for example)

1. Provide notice to the Superintendent of Schools or a designee, immediately upon the initiation of planning efforts with private nonprofit entities or governmental entities, including agencies part of this Agreement, which could result in the creation, relocation, or expansion of youth services programs and which may impact the school district.
2. Develop, in cooperation with School and law enforcement, and local service providers, a written plan to determine the procedures to take when a child is identified as being truant from school.
3. Develop appropriate internal written policies to insure that confidential education record information is disseminated only to appropriate personnel.

THE SCHOOL SUPERINTENDENT AGREES TO: (for example)

1. Notify, within 24 hours, the child's principal of juveniles arrested for crimes of violence or violation of law upon receipt of such information from law enforcement or the court system or probation department. The principal, within 24 hours of such notice, shall provide such information to student service personnel, the school resource officer, the student assistance coordinator, and the student's immediate teachers.
2. Designate the contact person to be responsible for receiving juvenile arrest information and inform all parties as to the Superintendent's designee.
3. Request criminal history information only for the purposes of assessment, placement, or security of persons and property.
4. Designate the contact person(s) to be responsible for receiving confidential criminal history information and inform all parties as to the names of those individuals.
5. Develop appropriate internal written policies to insure that confidential criminal history information is disseminated only to appropriate school personnel.

6. Share information on student achievement, and behavioral and attendance history on juvenile offenders and juveniles at risk of becoming offenders with the parties to this agreement, for the purpose of assessment and treatment.
7. Develop, in cooperation with School and law enforcement, and local service providers, a written plan to determine the procedures to take when a child is identified as being truant from school.
8. Notify the appropriate law enforcement agency when an adult or a student commits any of the following offenses on school property, on school sponsored transportation, or at school sponsored activities: Homicide; Sexual Battery; Armed Robbery; Aggravated Battery on a teacher or other school personnel; kidnapping or abduction; Arson; Possession, use, or sale of any firearm; Possession, use, or sale of any explosive device; Possession, use, or sale of any controlled substance; or any act that compromises school or community safety. Additionally, if the offense involves a victim, school officials shall notify the victim and the victim's parents of the offense and the victim's right to press charges against the offender. School personnel shall cooperate in any investigation or other proceedings leading to the victim's exercise of right as provided by law.

EACH LAW ENFORCEMENT CHIEF [OR SHERIFF] AGREES TO: (for example)

1. Notify the Superintendent, or designee, of the name and address of any student arrested for crimes. Notification shall be within 24 hours and shall include the specific delinquent which led to the arrest.
2. Upon request by the school district, share summary criminal history information with the Superintendent or his designee regarding juveniles who are students within the educational system for purposes of assessment, placement, or security of persons and property.
3. Develop appropriate internal written policies to insure that confidential education record information is disseminated only to appropriate personnel.
4. Develop, in cooperation with School and law enforcement, and local service providers, a written plan to determine the procedures to take when a child is identified as being truant from school.
5. Notify the Superintendent, or designee, of the name and address of any employee of the school district who is charged with a felony or with a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance. Notification shall be within 24 hours and shall include the specific act which led to the arrest.

THE STATE ATTORNEY [OR DISTRICT ATTORNEY] AGREES TO: (for example)

1. Notify the Superintendent or designee when a student is formally charged with a felony, or with a delinquent act which would be a felony if committed by an adult in a timely manner.
2. Provide copies to the Superintendent or designee of all Petitions, Informations, or No File decisions, as to students for violent misdemeanors and felonies or delinquent acts which would be a felony if committed by an adult in a timely manner.

ADMINISTRATIVE

TERM OF AGREEMENT:

This agreement shall be in effect as of the date the agreement is signed by the majority of the initiating parties and shall renew automatically unless otherwise modified. All parties are signatory to this agreement when signing or when the majority of the initiating parties signs, whichever is later. Any party signatory to this agreement may terminate participation upon thirty days notice to all other signed parties to the agreement.

AGENCY REPRESENTATIVES:

The parties will develop procedures for ongoing meetings and will, at least annually review and if necessary, recommend any changes.

MODIFICATION OF AGREEMENT:

Modification of this agreement shall be made only by consent of the majority of the initiating parties. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by all the consenting parties.

OTHER INTERAGENCY AGREEMENTS:

All parties to this agreement acknowledge that this agreement does not preclude or preempt each of the agencies individually entering into an agreement with one or more parties to this agreement. Such agreements shall not nullify the force and effect of this agreement. This agreement does not remove any other obligations imposed by law to share information with other agencies.

SIGNATURES OF PARTIES TO THIS AGREEMENT:

Upon signing this agreement, the original agreement and signature shall be filed with the clerk of the court and placed in the public records of the jurisdiction. A certified copy of the agreement and the signatures shall be provided to each signatory to the agreement.

Cautions for Model Interagency Agreement

As educators and juvenile justice professionals work on developing interagency information sharing agreements, they should ensure that the laws of their State permit information and record sharing. Further, the interagency agreement should contain a clause prohibiting the release of information to third parties not covered by the agreement.