

COOPERATIVE AGREEMENT

BETWEEN

SIOUX CITY COMMUNITY SCHOOL DISTRICT

SIOUX CITY POLICE DEPARTMENT

3RD JUDICIAL DISTRICT JUVENILE COURT SERVICES

WOODBURY COUNTY ATTORNEY

**WESTERN SERVICE AREA OF THE IOWA DEPARTMENT
OF HUMAN SERVICES**

WOODBURY COUNTY BOARD OF SUPERVISORS

3RD JUDICIAL DISTRICT COURT

I. BACKGROUND

In May 2009 the Governor received a report from a study committee (Governor's Youth Race and Detention Task Force - YRDTF). The YRDTF report provided a variety of findings and recommendations related to the overrepresentation of minority youth in Iowa's juvenile detention facilities and in its juvenile justice system. A key finding of that report relates to the significant number of minority youth being arrested in school and community settings, and the extent to which such arrests may be contributing the overrepresentation of minority youth in the juvenile justice system. The YRDTF report and other local study materials reflect the following:

- Minority youth comprise 25 percent of the youth population for Woodbury County and 47 percent of the arrests for the County.
- Disorderly conduct, an offense not involving physical harm, is the one of the offenses most often resulting in arrest in Woodbury and other Iowa metropolitan Counties. Many such arrests take place in the school setting.
- In Woodbury County Native American and African American youth are arrested for the offense of disorderly conduct at rates significantly higher (Native American youth - 8 times higher, and African American youth - 2 times higher) than the rate for Caucasian youth (Native American youth n=33, rate=117; African American youth n=34, rate=52.4, Caucasian youth n=130, rate=14.4).

Census Data Source: OJJDP Youth Population Data - ages 10-17.

Arrest Data Source: Iowa Department of Public Safety – DPS - Uniform Crime Report - UCR 2009 data – ages 10-17.

The YRDTF report included these recommendations (and others) specific to the need for collaboration between key officials:

- **The Task Force recommends that detention reform efforts should include key partners outside the juvenile justice system including advocacy groups, law enforcement, schools, mental health providers, and the child welfare system.**
- **Schools should work as a part of a collaboration to identify optimum referral policies and practices to the juvenile justice system.**

II. PURPOSE

In February 2010 the Governor seated an Implementation Committee whose charge is to oversee "implementation" of the recommendations of the YRDTF. This agreement is designed by the Implementation Committee and is being recommended as a model to improve coordination among the multiple parties herein described and to provide clarity regarding the school process through which to handle delinquent acts. It is believed that the uniformity of decision-making prescribed herein may affect the overrepresentation of minority youth arrested in the school setting, and insure fairness/standardization in school arrests for all youth. It is intended as a template for local use. Local officials (schools, law enforcement, Juvenile Court Services, County Attorney, etc.) must discuss the various facets contained in the template prior to implementation.

The philosophical basis of this agreement is that:

- Youth misbehavior should be handled in the school setting whenever appropriate.
- Youth with issues regarding misbehavior should receive appropriate student and community supports, prior to referral to juvenile court services.

III. PARTIES

Parties - This written agreement is entered into between Sioux City Community School District, Sioux City Police Department, 3RD Judicial District Juvenile Court Services (JCS), Woodbury County Attorney, Western Service Area of the Iowa Department of Human Services (DHS), Woodbury County Board of Supervisors (County), 3RD Judicial District Court for the purpose of establishing a framework between (Parties) to guide the effective handling of juveniles who are alleged to have committed a delinquent act within the purview of school district responsibility.

IV. MUTUAL UNDERSTANDING

The parties acknowledge the following:

Handling of Delinquent Acts - The agreement is intended to provide clarity regarding those behaviors that are delinquent acts that require the involvement of the law enforcement with possible arrest and referral to JCS. The agreement must insure the safety of students, school employees, parents, and volunteers under school purview.

Nondiscrimination Requirements - The parties shall comply with all applicable non-discrimination requirements of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended, Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 and the Department of Justice Nondiscrimination Regulation, 28 CFR Part 42, subparts C, D, E and G in the performance of activities related to the terms of this agreement (see section V Terms of Agreement).

Bullying and Harassment - Acts of bullying and harassment shall be dealt with in accordance with the policies and procedures developed by the district in compliance with *Iowa Code Section 280.28 Harassment and Bullying Prohibited - Policy - Immunity*.

Acts Handled in School - As detailed in Section V of this agreement, specified delinquent acts may be handled by the School District in conjunction with other Parties without a referral to JCS (*Iowa Code Section 232.28 Intake*). The agreement in no way diminishes the major responsibilities or statutory authority of any of the affected parties.

Student Supports - When youth are involved in behavioral incidents or commit delinquent acts, the Parties have multiple supports, as identified in Section V, that should be considered as available options.

Case-by-Case Effort - This agreement represents a cooperative effort among the public agencies named herein to establish a framework for the handling of school-related specified delinquent acts. The framework is intended to establish uniformity in the handling of students who have committed one of the specified acts (see Section V) while simultaneously ensuring that each incident is addressed on a case by case basis to promote a response proportional to the various and differing factors affecting each student's case. It is not possible for any agreement to accommodate the many and varied behavioral situations that take place in the school setting. It is important in these varied situations to consider the multiple student supports and options that the Parties have available at their disposal.

Case Processing - Multiple Factors - Students involved in the same incident or similar incidents may receive different and varying responses depending on the factors and needs of each student. The manner in which each case or incident is handled by law enforcement, school administration, and/or JCS is dependent upon the many factors unique to each child that include, but are not limited to, the child's background, present circumstances, disciplinary record, delinquency history, academic record, general demeanor and disposition toward others, mental health status, and other factors.

V. TERMS OF AGREEMENT

A. Local Delineation of Specified Delinquent Acts

Delinquent acts such as disorderly conduct, interference with official acts, criminal mischief, criminal trespass, assault, and theft, should not automatically result in the referral of the incident to JCS. School system personnel must review the individual circumstances of the specified act and the student behavioral plan to determine the most appropriate action. In accordance with *Iowa Code Section 279.66 Discipline and Personal Conduct Standards*, the school district's student code of conduct will be the reference document of record. The parties agree that the response to the commission of certain acts by a student should be determined using a system of student supports, graduated sanctions, disciplinary methods, and/or educational programming before a referral is made to JCS. Law enforcement shall not take action contrary to the department's standard operating procedure without consultation with a supervisor.

B. Process Regarding Referral of Youth from School to JCS

1. Redirection Notice - A student who commits acts, such as those delineated earlier in this section, may receive a written Redirection Notice that her/his behavior is a violation of the Iowa Code and school policy, and that further similar conduct may result in a referral to the Juvenile Court.
2. Student Supports - A student who commits acts, such as those delineated earlier in this section, may be referred to participate in various student support programs/activities (e.g. school based liaison, mediation, service learning, substance abuse counseling, tutoring, programs to eliminate harassment or bullying, mentoring).
3. Complaint/Referral - A student who commits acts, such as those delineated earlier in this section, may be referred to JCS. If the referral takes place prior to utilization of a redirection notice or students supports a written explanation explaining the circumstances or activity should be provided.

C. Provision of Data to Support Policy Decisions

The Parties herein agree that the School Superintendent, Chief of Police, and Chief Juvenile Court Officer (or their designees) are the entities responsible for the collection of data relevant to this agreement. The local process for the collection of the necessary data is set forth as follows in the attached. Data will serve as the basis for decision-making regarding policy and student supports established/maintained as a result of this agreement. Thus, the parties will track information related to the process of referring youth to juvenile court. Tracking information will be produced no less than annually during the academic year. (e.g. number of redirection notices issued, number of youth participating in various student supports, number of youth referred to juvenile court services, number of youth who re-offend,). Data will be aggregated by offense type/severity, race, gender, time of day, etc.

VI. DURATION AND MODIFICATION OF AGREEMENT

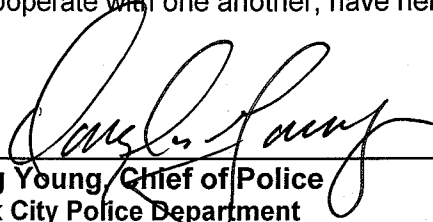
This Agreement shall become effective immediately upon its execution by signature and shall remain in full force and effect until such time as terminated. The Agreement may be modified at any time by amendment to the Agreement. The parties acknowledge and agree to meet no less than annually during the academic year to provide oversight of the Agreement and make recommendations to the heads of each agency on any modifications to the Agreement.

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



Paul Gausman, Superintendent
Sioux City Community School District

Date: 2/3/11



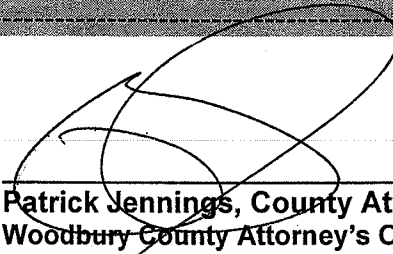
Doug Young, Chief of Police
Sioux City Police Department

Date: 2-2-11




Gary Niles, Chief Juvenile Court Officer
3RD Judicial District Juvenile Court Services

Date: 2/2/11




Patrick Jennings, County Attorney
Woodbury County Attorney's Office

Date: 2-2-11



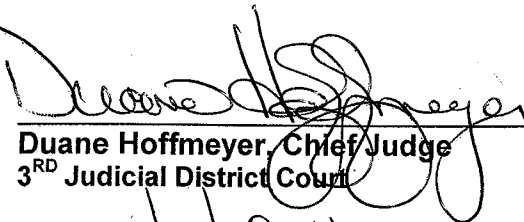
Tom Bouska, Western Service Area Manager
Iowa Department of Human Services

Date: 2-2-11



Mark A. Pearson, Chair
Woodbury County Board of Supervisors

Date: 2-14-11



Duane Hoffmeyer, Chief Judge
3RD Judicial District Court

Date: 2/2/2011