INTERAGENCY
MEMORANDUM OF UNDERSTANDING
BETWEEN
SHELBY COUNTY SCHOOLS (SCS), PROJECT CLASS,
SHELBY COUNTY SCHOOLS EXECUTIVE LEVEL ADMINISTRATORS
And
THE JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY
CONTRACTUAL

This agreement highlights the importance of the working relationship between the Juvenile Court of Memphis and Shelby County (Juvenile Court) and Shelby County Schools (SCS), Project CLASS, and SCS Executive Level Administrators. The purpose of this interagency agreement is to establish policies and practices for Shelby County Schools, Project CLASS, and SCS Executive Level Administrators use of Juvenile Court's Internal Outcome Evaluation and Recidivism Reports.

To that end, the parties agree to the following:

- Agree to abide by all applicable local, state, and federal laws concerning release of protected and confidential information.
- Juvenile Court forms, Release of Information, **JC-219A** and Contract, if applicable, (Attachments A and B) are hereby adopted as reference into this agreement. Informed consent by the child's parent, guardian, or legal custodian is required before reports are released by Juvenile Court to Shelby County Schools, Project CLASS, and Shelby County Schools Executive Level Administrators.
- Juvenile Court agrees to gather data and retain copies of the informed consent, **JC-219A**, for a period of 2 years post discharge from the program or until the youth reaches age 18.
- Shelby County Schools, Project CLASS and Shelby County Schools Executive Level Administrators understand the Juvenile Court's Internal Outcome Evaluation and Recidivism Reports are considered protected and confidential. Information contained within the reports shall not be disclosed to a third party (**TCA 37-1-153**) except as described herein.
- Shelby County Schools, Project CLASS, and Shelby County Schools Executive Level Administrators are encouraged to gather internal data and outcome measurements to measure program effectiveness.
- Upon signing this agreement, Juvenile Court will grant Shelby County Schools, Project CLASS and Shelby County Schools Executive Level Administrators, and the local evaluator, University of Memphis Center for Research on Educational Policy (CREP) access to the reports for the purposes of:
    - Outcome Evaluation
    - Performance Improvement
    - Recidivism Data
- Juvenile Court shall retain sole authority to modify or terminate this agreement unilaterally.
- Shelby County Schools, Project CLASS and Shelby County Schools Executive Level Administrators agree that any infraction shall result in immediate termination of reports.
- Juvenile Court agrees to electronically provide the Internal Outcome Evaluation and Recidivism Reports bi-annually to a designated employee of Shelby County Schools.
- Shelby County Schools, Project CLASS and Shelby County Schools Executive Level Administrators agree that **Trent McVay, tmcvay@scsk12.org**, is the designated recipient of the Juvenile Court Internal Outcome Evaluation and Recidivism Reports. Should the above-referenced individual leave Shelby County Schools or if another

- individual is designated to receive the report; Juvenile Court will be notified in writing within 30 days of said change, along with the new designee and contact information. If Juvenile Court does not receive written notification, as specified, all future reports will cease.

This agreement becomes effective as of the date signed by all parties. On behalf of their agencies, the signers agree to observe the policies and procedures set forth in this **INTERAGENCY MEMORANDUM OF UNDERSTANDING**, including but not limited to the Attachments A and B, and any subsequent adopted amendments.

Signatories agree to the terms contained herein.

Dr. Bobby Webb, Superintendent
Shelby County Schools

5/8/08
Date

Mr. Larry Scroggs, CAO/Chief Counsel
Juvenile Court of Memphis and Shelby County

5/16/08
Date

JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY

RELEASE OF INFORMATION

PURSUANT TO FEDERAL GUIDELINES CONCERNING MY RIGHT TO CONFIDENTIALITY UNDER 42 CODE OF FEDERAL REGULATIONS - PART 2.

I, , authorize
(Name of Patient)

(Name of Specific Person or Organization Making Disclosure)

to release my psychological, medical, court records, or specified and related information to:

(Name and address of Specific Person or Organization Receiving Information)

for the purpose of.
(Reason for information to be Released)

I understand that I may revoke this consent to release of information at any time. However, I also understand that any release which has been made prior to my revocation and which was made in reliance upon this authorization shall not constitute a breach of my right to confidentiality. Unless I revoke this authorization prior to such time, this authorization to release information shall expire when:

(State data, Event or Condition of Expiration)

At that time no express revocation shall be needed to terminate my consent.

_____
Signature

_____
Date

_____
Witness

(If the client is either under age or has a guardian appointed by the Court, this release must be signed by the patient's parent or guardian)

_____
Signature of Parent or Guardian

_____
Date

JC-219A

ATTACHMENT A

Safe Schools/Healthy Students Grant
INVOICE FOR REIMBURSEMENT

NAME AND ADDRESS OF CONTRACTOR **Juvenile Court of Memphis and Shelby County** **616 Adams Ave** **Memphis, TN 38101**	INVOICE # DATE OF SUBMISSION INVOICE ENDING DATE CONTRACT PERIOD
FEDERAL ID# **Q184L050266** **SCS ASN Number** **GW 399 Contracted Services**	FROM **10/1/08** TO **3/31/09**
CONTRACTING AGENCY Shelby County Schools **Safe Schools / Healthy Students Initiative Project CLASS**	SCS CONTACT PERSON **Invoice Questions: Sue Brandon Phone: 873-8147 E. sbrandon@scsk12.org**

COST CATEGORIES OR PROGRAMS	(A) TOTAL CONTRACT BUDGET	(B) YTD ACTUAL EXPENDITURE Including this Invoice	(C) TOTAL CONTRACT BUDGET MINUS YTD ACTUAL EXPENDITURES	(D) MONTHLY EXPENDITURES AMOUNT DUE	SCS Use Only
Personnel (Salaries)	$ 18,098.00				
Benefits	$ 7,759.00				
Travel	$ 2,985.00				
Staff Development	$ 375.00				
Supplies	$ 750.00				
Postage & Shipping					
Printing & Publications					
Subcontracted Services					
Equipment					
Indirect Cost 8 %____					
TOTAL	$ 29,967.00				

Documents attached provide the contractor's expenditure records for salaries paid to specific individuals, benefits paid, and itemized costs incurred.
Time sheets are attached for all employees billed with percentages of time devoted to this project noted unless paid 100% by the grant.
Semi-annual certifications will be maintained for employees paid 100% by the grant.
Invoices to support non-salary expenditures are attached.

I certify to the best of my knowledge and belief that the data above are correct
and that all expenditures were made in accordance with the contract conditions
and that payment is due and has not been previously requested.

RECOMMENDED FOR PAYMENT BY

CONTRACTING AGENCY'S AUTHORIZED SIGNATURE

TITLE

DATE

Phone

Contract for Professional Services
Between
Shelby County Schools
and
Juvenile Court of Memphis and Shelby County
January 2006

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Safe Schools / Healthy Students Grant Juvenile Justice Liaison

1. AGREEMENT, between Shelby County Schools, hereinafter referred to as SCS, and Juvenile Court of Memphis and Shelby County, hereinafter referred to as The Court, to provide services specified in paragraph 4 and in the attached (1) *Memorandum of Agreement*, (2) *Proposal of The Court and Job Description.*

2. The Court shall provide the services of a Juvenile Justice Liaison in accordance with all applicable federal and state laws and implementing regulations, and in accordance with SCS School Board Policy and Procedures.

3. The Juvenile Justice Liaison position is durational (grant funded) under the Safe Schools Healthy Students Initiative Grant (84.184L) awarded to Shelby County Schools (PR/A number Q184L050266).

   The Juvenile Justice Liaison (JJL) will be designated Probation Counselor A and will be supervised by the Administrator of the Court's Youth Services Bureau or his designee.

4. SERVICES:
   Safe Schools/Healthy Students Juvenile Justice Liaison (JJL)

   I. As described in the attached Proposal, the JJL will work full-time (40 hours per week) on The Court's 12-month schedule.
   II. JJL activities between school personnel, parents or guardianship agencies, and juvenile justice entities will include information sharing pertinent to the youth's success in school. SCS will cooperate with the JJL in maximizing his/her access to students and parents for the delivery of services. Each school will provide a staff person to act as a designated SCS liaison for the JJL. The SCS liaison will provide access to student school records with the written authorization of the parent/legal guardian of the youth (includes custody held by the Youth Services Bureau, see attached Proposal).
   III. The JJL will work to develop a process through which advance notification is given to the school prior to the youth's entering the school.
   IV. SCS and The Court agree to share pertinent information necessary for conducting the activities of this Agreement while respecting all confidentiality requirements under the Family Rights and Privacy Act and Chapter 42, Code of Federal Regulations, Part 2. The Court shall retain custody and control of client case management records.

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V. Once a student re-entering the community has been identified, and before the youth's entry into the school, the JJL will gather information about the youth, the youth's strengths and weaknesses, and the YSB staff's recommendation about support needs upon the youth's discharge. The JJL will meet with the youth's family to identify family strengths and weaknesses. Finally, the JJL will meet with the SCS liaison at the school.

VI. The JJL will facilitate a planning meeting at an agreed upon time that includes the youth, the youth's family, family support persons, and school staff, as appropriate.

VII. Based upon the information gathered prior to the youth's discharge, the JJL will develop an intervention plan that identifies the youth's discharge service needs, particularly related to a successful entry into the school and the community.

VIII. After the school entry meeting is held, the JJL will meet with the youth, face-to-face, weekly during the first four weeks following the youth's entry into the school. Because it is critical that the family be encouraged to support and be actively involved in the intervention activities, the family will be included in at least half of these sessions. To ensure the family's involvement and the student's academic success, the JJL will make every effort to set meeting times at times convenient to the family and to the school's schedule.

IX. The JJL will meet weekly with school staff during the first four weeks following discharge to identify areas of concern.

X. Depending upon individual needs and/or circumstances, the JJL will assist the family to access community based services that will assist the youth's re-integration into the community. Examples might include mental health treatment, local sports/recreational centers, childcare, legal aid, financial assistance, etc.

XI. Following the first four weeks of transition, and depending upon each youth's individual need, JJL will collaborate with school staff, juvenile justice staff and parents/guardianship agencies to develop a longer-term intervention plan that could continue for several months.

XII. Extended intervention activities might include one or more of the following provided by the JJL or services of The Court:

A. Parent education and support activities including parenting training, support in working with the school system and other community based systems, and developing basic behavioral plans

B. School-based counseling with the youth

C. Development and implementation of small group activities

D. Teacher support that might include classroom observation, collaboration on behavioral plans, etc.

E. Home visits

F. Liaison activities between school personnel and mental health professionals (if mental health treatment is being provided) to ensure that the treatment professionals and school professionals are working toward the same goals for the youth and family.

XIII. Over time and depending upon the needs of each individual youth, and to ensure that new youth are served by the program, the JJL will work with the youth, the

youth's family, and school personnel to decrease the support services provided. Closure activities will include a long-term plan for support, as well as referral and follow-up to ensure that the youth and family are actively participating in community support opportunities.

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5. COMPENSATION:

An amount of $53,030.00 is allocated for the first 12 months of program implementation. The first grant period begins on October 1, 2005, and ends September 30, 2006. Unused funds may be carried over into the next grant period.

6. BILLING:
   a. For services rendered, in accordance with SCS fiscal procedures, The Court will submit monthly invoices.
   b. For services and supplies, The Court will submit monthly invoices documenting the purchase.

7. TERMS:
   This contract extends through September 30, 2006. SCS is under no obligation beyond the ending date of this agreement and this agreement can be terminated earlier by either party at their discretion. Termination must be provided to the other party in writing and be provided thirty (30) days in advance.

8. This contract for services is contingent upon the availability of adequate revenue under the Safe Schools/Healthy Students Grant award.

9. The Court assumes all responsibility for reporting Contractor employee income to the state and federal authorities.

10. The Court assumes all liability for damages due to non-performance, malfeasance, negligence, or injury resulting from its negligence and SCS assumes all liability for damages, malfeasance, or injury resulting from its negligence.

11. The Court agrees to maintain program and fiscal documentation for services rendered. Such documentation shall be maintained in accordance with applicable federal and state laws and implementing regulations and SCS Policy and Procedures. All program and fiscal documentation is subject to audit. The Court assumes fiscal responsibility for preparation of program and fiscal documentation, supplies and materials.

12. SCS will cooperate with the JJL in maximizing access to students and parents for the delivery of services. SCS will provide a school staff person to act as a designated liaison for the JJL. The SCS liaison will provide access to pertinent student school records with the written authorization of the parent/legal guardian. SCS will comply with any applicable state and federal laws and regulations pertaining to the delivery of services including maintaining the confidentiality of information in individual client's records in accordance with federal and state law.

13. General Considerations: SCS and The Court agree to share pertinent information necessary for conducting the activities of this Agreement while respecting all confidentiality requirements under the Family Rights and Privacy Act and Chapter 42, Code of Federal Regulations, Part 2. The Court shall retain custody and control of client case management records.

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In the event of termination of this Agreement, all finished and unfinished documents, data, reports, or other material prepared by the JJL provider under this Agreement shall remain a part of the records of The Court of the clients of The Court.

14. This contract cannot be amended, modified or altered except by agreement, in writing, by duly authorized officials for both parties. Either party may terminate this contract after giving a thirty-day notice in writing, of intent to do so.

SIGNATURES affixed below indicate agreement to the terms and conditions stated herein:

Bobby Webb, Ed.D., Superintendent
Shelby County Schools

1/25/06
Date

Address: 160 South Hollywood St.
City/State/Zip: Memphis, Tennessee 38112-4801
Phone: 901-321-2500

Jeune Wood, Chief Administrative Officer
Juvenile Court of Memphis and Shelby County

2/1/06
Date

Address: 616 Adams Avenue
City/State/Zip: Memphis, Tennessee 38101
Phone: 901-405-8805

A C Wharton, Mayor
Shelby County

2/3/06
Date

Assistant County Attorney/Contract Administrator

2-13-06
Date

Proposal

Juvenile Court of Memphis and Shelby County
616 Adams Avenue
Memphis, Tennessee 38105
901-405-8518

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Shelby County Schools Application - Safe Schools/Healthy Students Initiative Grant

Juvenile Court of Memphis and Shelby County proposes to collaborate with Shelby County Schools should grant funds be awarded under the 2005-2008 Safe Schools/ Healthy Students Initiative federal grant application. We propose to enter into a contractual agreement with Shelby County Schools to fund **one (1) Juvenile Justice Liaison**. Specifically, the one (1) Juvenile Justice Liaison would be durational (grant funded), Juvenile Court employee providing intensive case management services to youth brought to the attention of the Youth Services Bureau. Further, this position would serve as a link with the local school system and delinquent youth entering and exiting the juvenile justice system.

The Court's Youth Services Bureau (YSB) is a corrective continuum established in 1984 to provide community-based programs in the most appropriate and least restrictive environment. Delinquent offenders are placed in the custody of the Administrator of the Youth Services Bureau and referred to a local program, thereby preventing custody with the State of Tennessee. The continuum includes Hanover House, Shelby Training Center, Youth Habilitation Center, and Reconation Academy. Throughout the continuum, mental health and substance abuse services at varying degrees of necessity are available through either referrals to community-based treatment resources or at the institutional level. YSB also serves as the administrative home to the Detention Center, Central Detention Control, the Evaluation and Referral Section, and the Children's Emergency Shelter. In 2004, 961 referrals were made to YSB. Since it's inception, YSB has received over 20,000 referrals, diverting these children from the custody of the Tennessee Department of Children's Services.

The partnership would enhance and expand our existing relationship with the School System and the children and families served by both systems by providing intensive case management for those transitioning in or out of the juvenile justice system. A Juvenile Justice Liaison would be designated Probation Counselor A under the supervision of the Administrator of the Court's Youth Services Bureau or his designee.

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JOB DESCRIPTION
FOR JUVENILE JUSTICE LIAISON
PROBATION COUNSELOR A

GENERAL NATURE OF DUTIES (DEFINITION): Works under general supervision to assist in the coordination of activities involving probation work and intensive case management for the Juvenile Court Youth Services Bureau.

SPECIAL REQUIREMENTS: 1) Must pass a written psychological examination administered by an agency designated by the Juvenile Court of Memphis and Shelby County, Tennessee; 2) Must have a valid Tennessee driver's license; 3) Must pass a criminal background check.

TYPICAL DUTIES AND RESPONSIBILITIES:

1. Make assessment of youth and families by interview for intensive case management services.
2. Prepare reports and make recommendations for Court or other official records
3. Make referrals to other agencies to meet the needs of individual cases and monitor for compliance.
4. Obtain supportive information such as school records, psychiatric, psychological and medical reports in reference to assigned cases. Obtain and report data as requested to maintain funding and to provide information needed for local and federal evaluation of the Safe Schools Healthy Students Initiative of Shelby County Schools.
5. Refer juveniles charged with violent offenses and monitor to ensure youth are compliant with the court's request in intervention.
6. Make external visits to youth's home, school, and other involved agencies for intensive case management.
7. Assess habitual offenders for mental health intervention to ensure youth and families receive the appropriate services.
8. Serve as a liaison with local schools to obtain required support information such as school records, disciplinary actions and truancy records.
9. Make referrals to families in crisis type situations, i.e., positive drug screens, habitual absenteeism, and parent/youth conflicts.
10. Perform other related duties as assigned.

SUPERVISION RECEIVED AND GIVEN: Oral and written instructions are received from assigned supervisor. Oral and written instructions are given to probation staff and Detention Manager.

MINIMUM ACCEPTABLE QUALIFICATIONS: Education, Training and Experience - Graduation from an accredited college or university with a Bachelor's Degree in social sciences, psychology or criminal justice, plus two (2) years of counseling experience, preferably with youth; or an equivalent combination of education and experience. **Proof of education will be required.**