

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 102-15

Department Source: City Manager, Police

To: City Council

From: City Manager & Staff

Council Meeting Date: 4/20/2015

Re: Memorandum of Understanding between Columbia Public Schools, City of Columbia Police Department, Boone County Sheriff's Department and the 13th Judicial Circuit Court - Juvenile Division

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

Supporting documentation includes: None

Executive Summary

An ordinance has been prepared that would authorize a Memorandum of Understanding to establish a cooperative relationship among community agencies involved in the handling of juveniles who are alleged to have committed a delinquent act over which the school may have disciplinary power.

Discussion

The Memorandum of Understanding is a cooperative effort among the Columbia Public Schools, City of Columbia Police Department, Boone County Sheriff's Department and the 13th Judicial Circuit Court - Juvenile Division for the handling of school-related delinquent acts of a minor school-based offense that is not addressed in the Safe Schools Act or that constitutes a third degree assault as defined therein. This Memorandum of Understanding is intended to serve as the written agreement contemplated in RSMo §167.117.

Fiscal Impact

Short-Term Impact: Not applicable.

Long-Term Impact: Not applicable.

Vision, Strategic & Comprehensive Plan Impact

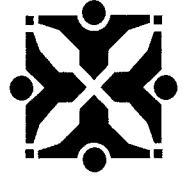
Vision Impact: Education, Governance and Decision Making

Strategic Plan Impact: Health, Safety and Wellbeing

Comprehensive Plan Impact: Inter-Governmental Cooperation

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Suggested Council Action

Authorize passage of the ordinance.

Legislative History

Not applicable.



Department Approved



City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 102-15

AN ORDINANCE

authorizing a memorandum of understanding with Columbia Public Schools, Boone County Sheriff's Department and the 13th Judicial Circuit Court – Juvenile Division to establish a cooperative relationship for the handling of school-related delinquent acts by juveniles; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a memorandum of understanding with Columbia Public Schools, Boone County Sheriff's Department and the 13th Judicial Circuit Court – Juvenile Division to establish a cooperative relationship for the handling of school-related delinquent acts by juveniles. The form and content of the memorandum of understanding shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COLUMBIA PUBLIC SCHOOLS, CITY OF COLUMBIA POLICE
DEPARTMENT, BOONE COUNTY SHERIFF'S DEPARTMENT AND THE
13TH JUDICIAL CIRCUIT COURT- JUVENILE DIVISION**

This Memorandum of Understanding (“MOU”), is entered into by and between Columbia Public Schools (“the School System”), the City of Columbia for the Columbia Police Department (“CPD”), Boone County Sheriff’s Department (“BCSD”) and the 13th Judicial Circuit Court- Juvenile Division (“the Court”) for the purpose of establishing a cooperative relationship among community agencies involved in the handling of juveniles who are alleged to have committed a delinquent act over which the school may have disciplinary power.

The Parties agree that students may be held accountable for certain offenses without referral to the juvenile justice system. Further, the Parties agree that a cooperative agreement delineating the responsibilities of each party involved in making decisions regarding juvenile referrals and alternative consequences (such as restorative practices, peer mediation, counseling services, etc.) would promote the best interest of the student, the School System, law enforcement and the larger community.

The Parties acknowledge and agree that this Agreement is a cooperative effort among the public agencies named herein to establish guidelines for the handling of school-related delinquent acts, hereinafter referred to in this Agreement as “minor school- based offenses.” A “minor school-based offense” is one that is not addressed in the Safe Schools Act or that constitutes a 3rd Degree Assault as defined herein. This Agreement is intended to serve as the written agreement contemplated in RSMo §167.117.

The guidelines in this Agreement are intended to establish uniformity in the handling of a student who is accused of having committed a minor school-based offense, while simultaneously ensuring that each case is addressed on a case-by-case basis to promote a response proportional to the various and differing factors affecting each student’s case.

DEFINITIONS

As used in this Agreement, the following definitions apply:

A. 3rd Degree Assault:

1. The person attempts to cause or recklessly causes physical injury to another person; or
2. The person purposely places another person in apprehension of immediate physical injury; or
3. The person recklessly engages in conduct which creates a grave risk of death or serious physical injury to another person; or

4. The person knowingly causes physical contact with another person knowing the other person will regard the contact as offensive or provocative; or
5. The person knowingly causes physical contact with an incapacitated person, as defined by RSMo §475.010, which a reasonable person, who is not incapacitated, would consider offensive or provocative.

B. Status Offense:

1. The child, while subject to compulsory school attendance, is repeatedly and without justification absent from school; or
2. The child disobeys the reasonable and lawful directions of his or her parents or other custodian and is beyond their control; or
3. The behavior or associations of the child are otherwise injurious to his or her welfare or to the welfare of others

C. Peace Disturbance:

1. The person unreasonably and knowingly disturbs or alarms another person or persons by;
 - a. Loud noise; or
 - b. Offensive language addressed in a face-to-face manner to a specific individual and uttered under circumstances which are likely to produce an immediate violent response from a reasonable recipient; or
 - c. Threatening to commit a felonious act against any person under circumstances which are likely to cause a reasonable person to fear that such threat may be carried out; or
 - d. Fighting; or
 - e. Creating a noxious and offensive odor;
2. The person is in a public place or on private property of another without consent and purposely causes inconvenience to another person or persons by unreasonably and physically obstructing:
 - a. Vehicular or pedestrian traffic; or
 - b. The free ingress or egress to or from a public or private place.

D. Private Peace Disturbance:

1. A person commits the crime of private peace disturbance if he is on private property and unreasonably and purposely causes alarm to another person or persons on the same premises by:
 - a. Threatening to commit a crime against any person; or
 - b. Fighting

E. Trespass:

1. A person commits the offense of trespass in the second degree if he enters unlawfully upon real property of another.

F. Trespass of a school bus:

1. A person commits the crime of trespass of a school bus if he knowingly and unlawfully enters any part of or unlawfully operates any school bus.
2. For the purposes of this section, the terms “unlawfully enters” and “unlawfully operates” refer to any entry or operation of a school bus which is not:
 - a. Approved of and established in a school district’s written policy on access to school buses; or
 - b. Authorized by specific written approval of the school board.

G. Misdemeanor Stealing:

1. A person commits the crime of stealing if he or she appropriates property or services of another with the purpose to deprive him or her thereof, either without his or her consent or by means of deceit or coercion.
 - * Value of the property must be less than five hundred dollars.

H. Misdemeanor Receiving Stolen Property:

1. A person commits the crime of receiving stolen property if for the purpose of depriving the owner of a lawful interest therein, he or she receives, retains or disposes of property of another knowing that it has been stolen, or believing that it has been stolen.
 - * Value of the property must be less than five hundred dollars.

I. Property Damage:

1. A person commits the crime of property damage in the second degree if:
 - (1) He knowingly damages property of another; or
 - (2) He damages property for the purpose of defrauding an insurer.
 - * Value of the property must be seven hundred and fifty dollars or less.

DUTIES OF THE PARTIES

When a student/juvenile is under the supervision of the Juvenile Office, or is otherwise the subject of an existing disciplinary action administered by Columbia Public Schools (such as suspension, etc.), the terms of the supervision by the Juvenile Office or the terms of the existing disciplinary action shall supersede the terms set forth below.

When a superintendent or his or her designee in the School System believes that an incident within the scope of this MOU, has occurred during school-sponsored activities, the superintendent or his or her designee may consider the following guidelines in determining whether to refer the particular incident to the Juvenile Office:

1. The age and maturity of the student involved.
2. Whether the incident involved the use of or threatened use of a weapon or involved sexual misconduct or allegations of sexual misconduct.
3. The nature and severity of the conduct.

4. The nature and severity of injury, if any, inflicted on the other person involved.
5. Any other factors which the superintendent or his or her designee, in the exercise of professional judgment, determines to be appropriate under the circumstances.

The guidelines listed above shall in no way inhibit a superintendent or his or her designee from reporting to law enforcement (BCSD or CPD), regardless of whether such conduct actually constitutes a violation. The Parties agree that this agreement does not alter the powers or duties of law enforcement officers to protect the public and sworn law enforcement officers shall take whatever action they deem appropriate in their discretion and judgment. Further, the terms set forth in this MOU shall not be construed to prohibit or impair the superintendent or his or her designee from referring incidents to the Juvenile Office as required by State or Federal Law. This agreement does not preclude anyone from contacting law enforcement.

If the juvenile is not in custody and the superintendent or his or her designee determines in the exercise of professional judgment that an incident does not need to be reported to law enforcement for offenses listed in the Definition Section of this MOU and the Parties agree the superintendent or his or her designee may utilize the following system:

1. If a student/juvenile is the subject of more than one report in the same school year for any of the above-mentioned offenses, the principal of the student's school shall notify the student's parents of the incident and the action taken by the school. The superintendent or his or her designee shall discipline the student in accordance with the School System's policies and procedures regarding student conduct in order to maintain proper behavior in schools. The School System may use the most appropriate resources available to the Parties hereto in order to address the report(s) and services needed. Such resources may include but are not limited to: monthly meeting with parents and home school coordinator and/or school representative, counseling at school, behavior plans, home visits, office visits, referral and participation in Interagency Meetings, mediation, attendance contracts and suspension. The School System shall keep records of the report(s) each student/juvenile receives and the services used to address the reason for the report(s).

2. If a student/juvenile is the subject of more than two reports in the same school year, for any of the previously mentioned offenses, the School System may utilize resources such as mediation, suspension, and referrals to Children's Division for possible family-centered services. The superintendent or his or her designee shall discipline the student in accordance with the School System's policies and procedures regarding student conduct in order to maintain proper behavior in schools. In addition the student may be required to complete behavioral programs as directed by the principal of his or her school. The behavioral programs are to be presented by a Juvenile Officer at Columbia Public Schools, on a monthly basis.

3. Any student/juvenile who has been the subject of four or more reports in the same school year, for any of the previously mentioned offenses, should be reported to law enforcement and/or the Juvenile Office. If the report(s) constitute a status offense, as delineated in the Definition Section of this MOU, the superintendent or his or her designee

shall refer the student to the Juvenile Office and provide the Juvenile Office with information and documents regarding the incident. If the report(s) constitute a law violation, as delineated in the Definition Section of this MOU, the superintendent or his or her designee shall make a report to law enforcement for further investigation. Columbia Public Schools shall give the students and parents a notice of referral form. Said form explains to the juvenile and parents that referral has been made to the Juvenile Office. The School System shall provide the Juvenile Officer with a copy all referral(s) should any referrals be sent to the Juvenile Officer.

Any juvenile/student attending elementary school who has been the subject of an excessive number of referrals regarding a behavioral or attendance issue, shall become the subject of a case discussion in a monthly meeting with a representative from CPS, the Juvenile Office and Prosecuting attorney's to discuss any abuse and/or educational neglect. CPS shall develop criteria for referring the juveniles/students to the monthly Student Parent Accountability Meeting (SPAM).

The Parties hereto shall develop an interagency plan to communicate about and cooperatively develop intervention and diversion strategies to be implemented for the benefit of students/juveniles that have come to the attention of one or more of the Parties for conduct listed in the Definitions section, but have not been referred to the Juvenile Office. The purpose of such plan is to ensure that the Parties hereto are aware of the students'/juveniles' status and are able to cooperatively mobilize to give access to such programs, services, or interventions as administered by each particular agency to promote the success of each such student/juvenile. In that regard, the duties of the Parties shall include the following:

1. The Juvenile Office shall provide the School System with a then-current list of students/juveniles under the supervision of the Juvenile Office on a bi- weekly basis.
2. The Juvenile Office shall provide the School System with a list of all juveniles/students charged with a violation of the Safe Schools Act within the time frame set forth in the Act, and as soon as possible.
3. All Parties hereto shall comply with reporting/referral requirements imposed upon them by state and/or federal law.
4. To the extent allowed by state and/or federal law, or pursuant to Court Order, the Parties hereto shall provide to each other current information regarding students/juveniles who are arrested for violations of the provisions of the Safe Schools Act.
5. Each Party hereto shall designate an individual to serve as a liaison among the Parties for purposes of all communications necessary, prudent, or proper to advance the purposes hereof and to promote the success of the juveniles and students within the jurisdiction of the Parties hereto.
6. The Parties hereto, with the input and advice of the Boone County Children's Division, shall develop a comprehensive list of interventions/services available to students/juveniles that may provide appropriate assistance or services beneficial to that any particular student/juvenile. The list shall be kept current, and shall be referenced in selecting appropriate behavioral programs and other services to be accessed in administering the terms of this Agreement.

TERM OF THE MOU

The term of this Agreement shall commence on the _____ day of _____, 2015.

ASSIGNMENT

This MOU shall not be assigned or subcontracted in whole or part by any party without prior written consent of all Parties.

COMPLIANCE WITH LAWS

All Parties shall comply with all applicable federal, Missouri State and local laws, rules, regulations and ordinances.

GOVERNING LAW

This MOU shall be construed in accordance with and governed by the laws of the State of Missouri.

RELATIONSHIP OF PARTIES

The Parties hereto, in the performance of this MOU, shall not act as agents, employees, partners, joint ventures, or associates of one another and shall not be construed as the employees or agents of the other party for any purpose whatsoever.

NON-DISCRIMINATION

Each party agrees that it will not discriminate based on the race, color, religion, sex, disability, or national origin of any student.

TERMINATION

This MOU may be terminated by any party whenever, for any reason, such party determines the termination is in its best interest. Termination of services shall be effected by delivery to the other Parties of a Termination Notice at least thirty (30) days prior to the termination effective date.

EXPENDITURE OF FUNDS

All obligations of the Parties under this Agreement which require the expenditure of funds are conditional upon the availability of funds budgeted and appropriated for that purpose.

NO WAIVER OF IMMUNITIES

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of any party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties. This MOU expressly revokes any prior understandings, agreements, or representations, or written, of the Parties. This MOU may not be modified, supplemented, or amended, in any manner, except by written agreement signed by the Parties.

NOTICE

When any notice, statement of other communication is required under this MOU, it shall be sent to the following addresses, unless otherwise specifically advised:

Dr. Peter Stiepelman
Superintendent, Columbia Public Schools
1818 West Worley Street
Columbia, Missouri 65203

Cindy Garrett Juvenile Officer
13th Judicial Circuit 705 East Walnut
Columbia, Missouri 65201

Leslie Schneider, Family Court Judge
13th Judicial Circuit
705 East Walnut
Columbia, Missouri 65201

Dwayne Carey, Sheriff
Boone County Sheriff's Department
2121 County Drive
Columbia, Missouri 65202

Kenneth Burton, Chief of Police
Columbia Police Department
600 East Walnut
Columbia, Missouri 65201

[SIGNATURES ON FOLLOWING PAGE]

SO AGREED.

Dr. Peter Stiepelman, Superintendent
Columbia Public Schools

Ruth McCluskey, Juvenile Officer
13th Judicial Circuit

Leslie Schneider, Family Court Judge
13th Judicial Circuit

Dwayne Carey, Sheriff
Boone County Sheriff's Department

FOR THE CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin

APPROVED AS TO FORM:

By: _____
Nancy Thompson