

PANORAMA COMMUNITY SCHOOL DISTRICT

JUVENILE JUSTICE AGENCY INFORMATION SHARING AGREEMENT

Statement of Purpose: The purpose of this Agreement is to allow for the sharing of information among the School District and the Agencies prior to a student's adjudication in order to promote and collaborate to improve school safety, reduce alcohol and illegal drug use, reduce truancy, reduce in-school and out-of-school suspensions, and to support alternatives to in-school and out-of-school suspensions and expulsions which provide structured and well supervised educational programs supplemented by coordinated and appropriate services designed to correct behaviors that lead to truancy, suspension, and expulsions and to support students in successfully completing their education.

Identification of Agencies: This agreement is between the Panorama Community School District thereafter "School District" and juvenile Court System.

Statutory Authority: This agreement implements Iowa Code ¶ 280.25 (1997 Session Laws) and is consistent with 34 C.F.R. 99.38(1997).

Parameters of Information Exchange:

- 1. The School District may share any information with the Agencies contained in a student's permanent record, which is directly related to the juvenile justice system's ability to effectively serve the student.
2. Prior to adjudication information contained in the permanent record may be disclosed by the school district to the Agencies without parental consent or court order.
3. Information contained in a student's permanent record may be disclosed by the School District to the Agencies after adjudication only with parental consent or a court order.
4. Information shared pursuant to the agreement shall be used solely for determining the programs and services appropriate to the needs of the student or student's family or coordinating the delivery of programs and services to the student or student's family.
5. Information shared under the agreement is not admissible in any court proceedings, which take place prior to a disposition hearing, unless written consent is obtained from a student's parent, guardian, or legal or actual custodian.
6. This agreement only governs a school district's ability to share information and the purposes for which that information can be used. Other agencies are bound by their own respective confidentiality policies.

Records' Transmission: The individual requesting the information should contact the principal of the building in which the student is currently enrolled or was enrolled. The principal will forward the records within 10 business days of the request.

Confidentiality: Confidential information shared between the Agencies and the school district shall remain confidential and shall not be shared with any other person, unless otherwise provided by law. Information shared under the agreement is not admissible to any court proceeding, which takes place prior to a disposition hearing, unless written consent is obtained from a student's parent. Agencies or individual violating the terms of this agreement subject their entity represented and themselves personally to legal action pursuant to federal and state law.

Amendment: This agreement constitutes the entire agreement among the agencies and respect to information sharing. Agencies may be added to this agreement at the discretion of the school district.

Term: This agreement is effective from January 1, 1999.

Termination: The School District may discontinue information sharing with an Agency if the School District determines that the Agency has violated the intent or letter of this Agreement.

Legal Reference:

Related Administrative Rules & Regulations:

Approved: 9-17-90

Reviewed: 1999, 2002, 2007, 2011

Revised: _____