

South Dakota Juvenile Detention Alternatives Initiative (JDAI)

MEMORANDUM OF UNDERSTANDING (MOU) TEMPLATE

I. PARTIES

This document constitutes an agreement between the..... and other parties as amended.

II. PURPOSE

This agreement establishes the JDAI Local Advisory Collaborative and is entered into by the above named agencies for the purpose of establishing a cooperative relationship in order to replicate the eight core strategies of the JDAI in order to:

- Eliminate the inappropriate or unnecessary use of secure detention;
- Minimize re-arrest and failure to appear rates pending adjudication;
- Ensure appropriate conditions of confinement in secure facilities;
- Redirect public finances to sustain successful reforms; and
- Reduce racial and ethnic disparities.

III. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This MOU will become effective when signed by all parties.

Modifications to this MOU must be submitted in writing at least 30 days in advance and approved by all agencies represented herein. In the event additional parties are added to the Collaborative, the new party may be added upon approval by all agencies represented herein.

Intent to terminate participation in this MOU must be submitted in writing at least 90 days in advance of termination to all participating agencies.

IV. THE JUVENILE DETENTION ALTERNATIVES INITIATIVE MODEL

The parties agree that the JDAI Local Advisory Collaborative will follow the JDAI model as developed by the Annie E. Casey Foundation. The model's core strategies are as follows:

- Collaboration among juvenile justice agencies, community organizations, and other government agencies;
- The use of data in making policy and case-level decisions;
- Objective instruments to guide detention decisions;
- Operation of a continuum of non-secure detention alternatives;

- Case processing efficiencies to reduce time between arrest and case disposition;
- Improvement of conditions of confinement;
- Safe reductions of special populations (i.e. violations of probation, warrants, and cases awaiting placement); and,
- Racial/ethnic fairness in policy and case-level decision-making.

V. RESPONSIBILITIES OF THE PARTIES

All parties agree to work cooperatively to address the purpose of JDAI as identified above. Members of the JDAI Local Advisory Collaborative agree to attend meetings on a regular basis, make their decisions based on the purposes and processes of the JDAI model, and carry out what is in the best interest of youth that is consistent with community protection. The parties agree to provide access to data that will support the JDAI process, consistent with state and federal confidentiality restrictions.

VI. COMMITTEE LEADERSHIP AND MEETINGS

JDAI Co-chairpersons, _____, were selected by the conveners of the JDAI Local Advisory Collaborative at the beginning of the JDAI journey in _____ County. Meetings will occur at least quarterly and will be led by at least one or both of the JDAI Co-chairpersons. Co-chairpersons have the authority to establish any subcommittees necessary to support the accomplishment of local JDAI implementation.