

CROOK COUNTY COMMUNITY JUVENILE SERVICES DIVERSION CONTRACT

A. I have been charged with the violation of a law, Wyoming Statute

B. The Crook County Community Juvenile Services Diversion Program is offered to me as a diversion from possible criminal proceedings, in return for which I agree to give a statement, write and sign a Statement of Admission, and agree to be truthful about prior criminal history. I further agree to abide by all of the terms and conditions of this contract.

C. In the event that I successfully complete the terms and conditions of this contract, then no criminal charge will be filed in this incident.

D. In the event that I violate any term or condition of the contract, then the criminal charge **may** be filed with the court. The charge, in the event of a violation, may be filed in any court having jurisdiction of the offense.

*If I am cited for a new violation of any law, I understand that I **will** be required to appear in court on both the original charge and the new charge. If I am found guilty of the new charge, this diversion contract will be terminated, the conviction will be on my record, and I will be subject to the judgment of the court.*

E. I and my parent(s) {or legal guardian(s)} will sign a Release of Confidential Information enabling any school authority or any counselor who is working with or treating me, to report information to Crook County Community Juvenile Services about me. As well, I and my parent(s) {or legal guardian(s)} shall grant any additional release(s) requested by Crook County Community Juvenile Services.

F. I will be subject to this contract with Crook County Community Juvenile Services for approximately **six months**. The length of the program may be extended if additional services are needed. During this time, I will meet with my Juvenile Services Officer once each week.

G. I will complete **twenty-four** hours of community service under the direction of Crook County Community Juvenile Services.

TERMS AND CONDITIONS

1. **RESPECT THE LAW:** I will obey all Municipal, County, State, and Federal laws. I will report to Crook County Community Juvenile Services any contact with Law Enforcement within 24 hours, even if I do not receive a citation.

2. **USE OF SUBSTANCES:** I will not possess or use any tobacco, alcoholic beverages, controlled substances, or over-the-counter substances including any drug or psychoactive substance, or any combination of these substances, capable of impairing a person's physical or mental facilities, or knowingly associate with those who do.

I will not take any medication/vitamins/herbal supplements, over-the-counter or

CROOK COUNTY COMMUNITY JUVENILE SERVICES DIVERSION CONTRACT

prescribed by a medical practitioner, unless it is first approved by Crook County Community Juvenile Services. In addition, I will not take any medication/supplements containing alcohol and/or creatinine.

2-a: I agree not to be present in any place or social event where alcohol, tobacco, or other drugs are being used. If I am present at a social event, and at some time during the event anyone begins to use alcohol, tobacco, or other drugs, I will immediately leave. (If I am in the presence of my parent(s)/legal guardians while they are using alcohol or tobacco, I will not be in violation of this condition.)

3. **DRUG TESTING AND SEARCHES/SEIZURES:** At the request and discretion of Crook County Community Juvenile Services or law enforcement, I will submit to searches/seizures of my person, automobile, residence or any other place or thing within my dominion and control. I will also submit to the extraction of body substances (blood, breath, urine, saliva, etc) for testing. I may be required by Crook County Community Juvenile Services to make payment toward the cost of testing. In addition:

- a) I will not refuse a urinalysis. I understand that I will have sixty minutes to produce a sample. If I am unable to produce a sample within sixty minutes, it will be considered a refusal. A refusal will be treated as a positive test.
- b) I will not have a urinalysis with a creatinine level of 20 mg/dl or lower. A sample with a creatinine level of 20 mg/dl or less will be treated as a positive test.
- c) As a condition to entry into the Diversion Program, I will provide a sample for urinalysis in order to determine whether I have consumed alcohol, tobacco, or other illegal substances. Under this subparagraph, a presumptive positive test result on the initial test shall not be cause for dismissal from the program.
- d) A presumptive positive result on a subsequent urinalysis or other chemical test performed will be reviewed by the diversion staff to determine if I will be terminated from the Diversion Program.

4. **EMPLOYMENT/EXTRACURRICULAR ACTIVITIES:** I will be involved in scheduled, supervised activities, including my choice of any combination of work, school, community service, recreation, personal skill building, music, art, theatre, sports, social clubs, or religious organizations.

5. **RESPECT PARENTS /GUARDIANS:** I will follow all lawful requests of my parents/legal guardians. Failure to follow my parent's requests is a violation of my diversion. I understand that my parents/guardians must report my failure to follow their requests as well as any violations of diversion or the law.

6. **CURFEW:** Curfew is defined as "at home and in my house." My curfew is 8:00 p.m. to 6:30 a.m whenever the following day is a school day, and 10:00 p.m. to 6:30 a.m., whenever the following day is not a school day. If I am in the direct company of my parent(s), if I am at work or traveling directly to or from work, or if I am participating in a school-sponsored event or traveling between my school and my home for the purpose of participating in a school-sponsored event, then I may be outside of curfew.

CROOK COUNTY COMMUNITY JUVENILE SERVICES DIVERSION CONTRACT

If I have any other reason to be outside of curfew, I will request a curfew extension from Crook County Community Juvenile Services. Requests submitted after 5:00 p.m. Thursday will NOT be granted. Other requests will be considered on a case-by-case basis.

7. I will write a letter of apology to the victim(s) of the offense, as directed by the Juvenile Services Officer, and will participate in any other restorative justice program with the victim(s) as may be directed by Crook County Community Juvenile Services.

8. **SCHOOL**

- a) I will attend school daily unless excused by my Juvenile Services Officer.
- b) I will not be tardy.
- c) I will maintain a grade of at least a "C" in every class in which I am enrolled.
- d) I will be assigned study time at the discretion of my Juvenile Services Officer.
- e) I will violate no school rules.
- f) I will provide my PowerSchool user id and password to my Juvenile Services Officer.
- g) I will obey school rules and authorities.
- h) I will remain on campus for the entire school day.

9. **ADDRESS / TELEPHONE.** I will report any changes of my physical and/or mailing address or phone number, in writing, to Crook County Community Juvenile Services within five days of the change. (I may make this notification by e-mail. However, e-mail notification is not valid notification unless I receive verification of receipt from Crook County Community Juvenile Services.)

10. **TRAVEL:** I will not leave Crook County without the prior permission of Crook County Community Juvenile Services. Permission will not be unreasonably withheld.

11. **SUBSTANCE ABUSE EVALUATION:** If I have been charged with a violation involving possession of alcohol or other drugs (see paragraph A), then I shall undergo a substance abuse evaluation administered by Northern Wyoming Mental Health Center, shall follow all recommendations made as a result of that evaluation, and shall pay all fees incurred. Failure to complete this requirement within 45 days of signing this contract shall result in my dismissal from the diversion program and the filing of criminal charges.

12. **PROVIDING INFORMATION:** I will cooperate with the request of Crook County Community Juvenile Services to provide information for the PACT Assessment, a social summary, or both. My parents and I will sign the necessary release.

13. **CLASSES:** I will successfully complete a Corrective Thinking course and a "jobs readiness" program that is taught and administered by Crook County Community Juvenile Services.

CROOK COUNTY COMMUNITY JUVENILE SERVICES DIVERSION CONTRACT

14. WEAPONS: I will not possess, or be in the presence of anyone in possession of, any weapon without the permission of Crook County Community Juvenile Services. I will not possess explosive devices or materials.

15. NO CONTACT: I will not contact the victim(s) of my crime without the permission of the Crook County Community Juvenile Services. I will not have contact with any other person as directed by Crook County Community Juvenile Services. My no-contacts are:

16. CHECK-in: I will check-in every week. My check-in day is: _____
I will check-in on my assigned day and bring pay stubs, work schedule, and any other items as directed by Crook County Community Juvenile Services.

17. SPECIAL PERMISSION: Permission for any activity outside of my normal Terms & Conditions must be granted by Crook County Community Juvenile Services by 5:00 p.m. Thursday. Requests after 5:00 p.m. Thursday will NOT be granted. DO NOT contact the on-call Juvenile Services Officer to obtain permission, except in emergencies.

18. CELL PHONES, COMPUTERS AND OTHER ELECTRONIC DEVICES: Cell phones, computers and other electronic devices are to be used for appropriate purposes only. I understand that my diversion officer may search my cell phone, computer and other electronic devices for inappropriate uses (eg.: calls to or from no-contacts, etc) and may seize any device for a period of time if I am using it inappropriately. CELL PHONES/OTHER Electronic Devices must be turned off when I am in the Crook County Community Juvenile Services Office, when meeting with my Juvenile Services Officer, or when participating in any activities of my diversion contract, or they will be subject to forfeiture.

19. DRIVING PRIVILEGES: I understand that I may be precluded from obtaining a driver's license by my Juvenile Services Officer or that my driving privileges, if any, may be restricted by diversion.

20. COUNSELING APPOINTMENTS/EVALUATIONS: I understand that I may be ordered by Crook County Community Juvenile Services to participate in counseling or mental health evaluation. If I am so ordered, I understand that I am required to attend, cooperate, and fully participate in all sessions as scheduled. I will give at least twenty-four hours notice to my counselor for any session that I must reschedule or cancel, except in the case of an emergency.

21. COMMUNITY SERVICE: I understand that when I have been assigned to a community service worksite, I must follow the assigned schedule. Schedule changes must be approved by my Juvenile Services Officer, the community service supervisor and my worksite supervisor. I understand I can be terminated from my worksite by either my Juvenile Services Officer or my supervisor. It is my responsibility to turn in the time sheets to Crook County Community Juvenile Services. If I fail to turn time sheets in, or if

CROOK COUNTY COMMUNITY JUVENILE SERVICES DIVERSION CONTRACT

I fail to have my worksite supervisor sign the time sheets, I will not receive credit for the hours that are not documented.

22. RESTITUTION: I agree to pay restitution as directed by Crook County Community Juvenile Services.

OTHER PROVISIONS:

a) This diversion contract may be subject to revision at any time at the sole discretion of the Juvenile Services Officer. In particular, the time set for me to go on unsupervised diversion may be altered at the sole discretion of my Juvenile Services Officer. As well, if I am on unsupervised diversion, I may, at the sole discretion of the Juvenile Services Officer, be placed back upon supervised diversion for such length of time as deemed appropriate by my Juvenile Services Officer. The end date of this diversion contract may be extended or shortened at the sole discretion of my Juvenile Services Officer.

b) My parent(s)/legal guardian(s) and I understand that no right of confidentiality attaches to information developed by or in the possession of the Juvenile Diversion Program. The names of all juveniles on diversion are provided to law enforcement and school authorities on a regular basis, together with information concerning conditions of diversion. In addition, the fact that I am participating in the Juvenile Diversion Program is not confidential.

c) If I successfully complete this contract and at a later time commit a new violation, the information contained in my diversion file may be disclosed to prosecution authorities and the presiding judge in the new case, including the original charge and law enforcement report, diversion contract and fact of successful or non successful completion.

d) I waive the right to remain silent and to consult counsel under Wyoming law and the U.S. Constitution, and will sign, together with my parent(s)/guardian(s) a Waiver of Right to Remain Silent and to consult Counsel.

e) I waive any right which I may have to a speedy trial on the instant charge under Wyoming law and the U.S. Constitution, and will sign, together with my parent(s)/guardian(s), a Waiver of Right to Speedy Trial.

f) My parent(s)/guardian(s) and I agree to indemnify and hold harmless Crook County Community Juvenile Services, the Crook County Community Juvenile Services Board and the County Attorney's Office, its agents, employees and assigns from any liability in participating in the Juvenile Diversion Program.

g) MY PARENT(S)/GUARDIAN(S) AND I UNDERSTAND THAT ANY VIOLATION OF ANY PROVISION OF THIS DIVERSION CONTRACT, WHETHER IT APPLIES TO ME OR TO MY PARENT(S)/GUARDIAN(S) MAY RESULT IN

CROOK COUNTY COMMUNITY JUVENILE SERVICES DIVERSION CONTRACT

IMMEDIATE DISMISSAL FROM THE DIVERSION PROGRAM AND
PROCESSING OF THE CRIMINAL CHARGE TO A COURT WITH JURISDICTION.

Juvenile

Date

Mother or female guardian

Date

Father or male guardian

Date

CCCJS staff

Date

WAIVER OF CONSTITUTIONAL RIGHTS

The United States Constitution and the Constitution of the State of Wyoming provide all persons accused of a crime with certain rights.

Persons may be accused of violating a law in one of several ways: through a citation, through a summons, or through a warrant and complaint.

Rights:

You have the right to remain silent. That means that you do not have to answer questions that law enforcement asks.

You have the right to be advised and represented by a lawyer chosen and hired by you.

If you cannot afford to hire a lawyer, you have the right to be advised and represented by a lawyer appointed and paid by the state. (This right applies only if you have been accused of a crime that involves a possible jail sentence.)

If you plead guilty to a crime, you have the right to a trial.

You have been offered the services of Crook County Community Juvenile Services. If you agree to perform the terms of your agreement with Crook County Community Juvenile Services, one of the benefits you will receive is having your citation dismissed.

One of the terms of the agreement between you and Crook County Community Juvenile Services is that you voluntarily give up the rights listed above.

I hereby acknowledge that I have read the foregoing statement of rights, that I fully understand my rights, and that I waive these rights in exchange for the terms and conditions of my participation in the program of Crook County Community Juvenile Services.

Defendant's Signature

Date

Witnessed this _____ day of _____, 2010.

(Documents that are not witnessed will not be accepted.)

CROOK COUNTY COMMUNITY JUVENILE SERVICES DIVERSION CONTRACT

AUTHORITY TO RELEASE CONFIDENTIAL INFORMATION

The undersigned juvenile/student and parent(s)/guardian(s) do hereby, in executing this document, grant authority and consent to the **Crook County School District** to electronically link my Power School account to the **Crook County Community Juvenile Services** Power School account so that Crook County Community Juvenile Services staff has unlimited electronic access to my school records.

The undersigned juvenile/student and parent(s)/guardian(s) do hereby, in executing this document, grant authority and consent to the **Crook County School District** to release any information relating to the undersigned student to the **Crook County Community Juvenile Services** staff, by paper copy or by electronic copy.

This authority and consent to release information includes but is not limited to: general education records, special education records, transcripts, report cards, rank in class, date of graduation, family information, schedule of classes and teachers, reports of psychological testing and history, medical records/information, developmental, records of school board actions, counseling information, testing/evaluation/assessment results, attendance records, disciplinary records, sports program records, extracurricular activity records and all records otherwise protected by the Family Educational Rights and Privacy Act of 1974.

The undersigned student and parent(s)/guardian(s) also grant permission to personnel of **Crook County Community Juvenile Services** to visit the undersigned student at school and to share pertinent information regarding the student with appropriate school personnel. This includes permission for any staff member of **Crook County School District** to discuss any issue involving the undersigned student with any staff member of **Crook County Community Juvenile Services**.

This authority and consent to release confidential information shall remain in effect for the period of diversion or probation, unless earlier revoked in writing by the undersigned.

Student-Juvenile

Date

Mother

Date

Father

Date

Contact: Crook County Community Juvenile Services
211 E. Cleveland Street
P. O. Box 988
Sundance, WY 82729-0988
307-283-2942 (voice and FAX)
cccjsb@rangeweb.net

CROOK COUNTY COMMUNITY JUVENILE SERVICES DIVERSION CONTRACT

Ernest Reinhold
Administrator

Bonita Carlson
Juvenile Services Officer

David Jagemann
Juvenile Services Officer

REQUEST TO PERFORM COMMUNITY SERVICE

I request that I be permitted to perform community service work to satisfy a condition of a Diversion Contract into which I have entered with the Crook County Community Juvenile Services program.

DATED this _____ day of _____, 20__.

Juvenile

Social Security Number

Guardian

**CERTIFICATION OF COMMUNITY SERVICE CONDITION IN
JUVENILE DIVERSION CONTRACT**

This is to certify that the above-named juvenile has entered into a Diversion Contract with the Crook County Community Juvenile Services wherein he or she is obligated, as a term and condition of said contract, to perform _____ hours of community service under the supervision of the Crook County Community Juvenile Services staff.

It is the intention of the Crook County Community Juvenile Services that the performance of community service by the said juvenile be covered under Worker's Compensation,

W.S. Sec. 27-14-108 (d) (xv), 1977 Repub. Ed. as amended.

DATED this _____ day of _____, 20__.

Ernest Reinhold
Administrator
Crook County Community Juvenile Services

CROOK COUNTY COMMUNITY JUVENILE SERVICES DIVERSION CONTRACT

ESSAY RULES

The essay must be complete by a date set by the Juvenile Diversion Officer. The essay must be readable. The essay shall include the following topics:

- i. Personal History
 - Who am I?
 - Who are the members of my family?
 - Where have I lived/place of birth?
 - What are my interests/talents?
 - Who are my role models?
 - Who am I a role model to?

- ii. Negative and Positive friends
 - What characteristics make a person a positive friend?
 - What characteristics make a person a negative friend?
 - My friends would describe me as.....

- iii. At what point did my thinking cause me to break the law? ("I didn't know it was against the law" is not an appropriate answer.)

- v. How can I avoid this thinking from happening in the future?
- vi. Whom did my thinking affect? How?
- vii. Where do you see yourself in ten years?

Essay Due _____

Juvenile

Date

Ernest Reinhold, administrator
Crook County Community Juvenile Services

GRADUATED CONSEQUENCES

Timeliness: Home, School, and Diversion:

If I am on time for all my Diversion appointments and classes, on time for every class at school (no tardies, no absences), on time for every curfew, on time with every written assignment, have no behavior issues at school, have all my grades at a “C” or above, am not using tobacco, and have no positive drug tests for one month, I will receive one incentive of my choice from the incentive list.

Keeping appointments with my Juvenile Services Officer and being on time for class (Corrective Thinking, Jobs Readiness, TEG/TAP):

I will attend all appointments and classes and I will arrive for all appointments and classes on time or early. If I need to miss, it is my responsibility to call my JSO at least one day before the appointment and reschedule.

If I am ever late to an appointment or a class, I will stay late and write the phrase, “I will do whatever it takes to be on time,” 250 times.

If I am ever late again, I will be given the opportunity to be on time for follow-up appointments for the next five days. On each of those days, I will write the phrase “I will do whatever it takes to be on time” 75 times.

If I am thirty minutes late, it shall be considered a missed appointment.

If I miss an appointment or a class, without being excused, I will write a formal apology and will make a formal apology to the staff of Crook County Community Juvenile Services.

If I miss a second appointment or class, I will write a letter to the prosecuting attorney stating what I will do to take greater responsibility.

If I miss a third appointment or class, this diversion contract will be terminated.

Curfew:

If I am ever away from my home and I see that I will not be home before curfew, for whatever reason, I will notify my parent(s)/guardian(s) and my JSO.

For every 30 minutes, or portion thereof, that I am late to arrive home, I will lose all driving privileges for one week. (This applies even though I notified my guardians and my JSO)

If I am ever late and I fail to notify my guardians, I will be required to be at my home with no friends present, unless I am at school, at work, or participating in extracurricular activities: one week for a first offense or three weeks for a second offense. (This consequence may be enforced through the use of electronic monitoring.)

On a third offense, this diversion contact will be terminated.

School (Absences):

If I have an unexcused absence from school, I will participate in after-school study hall 2 hours for every hour missed.

If I have a second unexcused absence from school, I will participate in after-school study hall 3 hours for every hour missed.

If I have a third unexcused absence from school, this contract may be terminated.

CROOK COUNTY COMMUNITY JUVENILE SERVICES DIVERSION CONTRACT

School (Tardies):

For each tardy, I will perform one additional hour of community service.

Written assignments:

Every written assignment I receive will have a stated deadline. For every day an assignment is late, I will write an additional 50 words.

Contact with my Juvenile Services Officer:

If I fail to respond to messages left for me from my Juvenile Services Officer by curfew time, or if I fail to call my Juvenile Services Officer immediately following a contact with law enforcement:

First offense: I will write "I will stay in contact with my Juvenile Services Officer" 250 times.

Second offense: I will call my JSO twice each day (at 4:00 pm and at 8:00 pm) for seven days.

Third offense: I will participate in a meeting with my family and my JSO.

Community Service:

Under my contract, I am required to perform _____ hours of community service.

In order to receive credit for community service, I will perform my duties while supervised by a responsible adult who will keep an accurate log of my service and I will present that written log to my Juvenile Services Officer before credit is given.

If my performance while doing community service results in my dismissal, I will do an additional two hours of service for each dismissal and I will receive no credit for any work done on that day.

Use of illegal substances:

If I ever test positive for the use of alcohol or any other illegal substance:

I will meet with my Juvenile Services Officer every day for one week and be tested again at the end of that week.

If I test positive a second time, I will be required to be at my home with no friends present, unless I am at school, at work, or participating in extracurricular activities: one week for a second offense or three weeks for a third offense. (This consequence may be enforced through the use of electronic monitoring.)

On a fourth offense, this diversion contact will be terminated.

Tobacco: If I continue to use tobacco, I will enroll in the Wyoming Quit Line. I will meet with my Juvenile Services Officer twice a week and we will spend time together on the Quit Line website.

If my JSO believes that I am not making a good-faith effort to quit substance use, my diversion contract will be terminated.

Grades

For any quarter in which I receive "A" grades in every subject, I will receive one incentive of my choice from the incentive list.

CROOK COUNTY COMMUNITY JUVENILE SERVICES DIVERSION CONTRACT

For every daily grade I receive that is below a “C”, I will attend after-school study hall, one afternoon per week for each low grade. I will continue to attend until all my daily grades rise to a “C” or above, and all my incompletes have been finished.

School Behavior

If I receive a negative report from the school for behavior problems, I will write a letter of apology to everyone who was affected by my actions.

For the second negative report, I will write a letter of apology to everyone who was affected by my actions, and I will participate in a face-to-face meeting, facilitated by Crook County Community Juvenile Services, attended by everyone affected by my behavior, and I will follow the recommendations made by the group.

Incentive list:

With parents permission, I will stay out until midnight on a Friday or Saturday of my choice.

I will have lunch with my Juvenile Services Officer at a Crook County restaurant of my choice.

My Juvenile Services Officer, two friends and I will go bowling for two hours.

The administrator of Crook County Community Juvenile Services will prepare and serve dinner to me and two guests, either at my home or at the Courthouse Community Room.

The term of my diversion contract will be shortened by seven days.

Some other reward, of my choice, if approved by my Juvenile Services Officer.