

STATE OF MINNESOTA

IN SUPREME COURT

#C4-85-1848

ORDER AUTHORIZING
DISCLOSURE OF
JUVENILE COURT RECORDS
FOR RESEARCH PURPOSES

WHEREAS, Simon Singer, Professor of Sociology, State University of New York at Buffalo, and his student, Vanessa Garcia, desire to obtain a copy of certain juvenile justice data base records ("the Records") to perform educational and scientific research; and

WHEREAS, certain juvenile court records are not accessible to the public pursuant to 1996 Minnesota Statutes, sections 260.155 and 260.161, Rules 34 and 64 of the Rules of Juvenile Procedure, and Rule 4, subd. 1(d), of the Rules of Public Access to Records of the Judicial Branch; and

WHEREAS, pursuant to 1996 Minnesota Statutes Section 260.161, subdivision 5, any person who obtains access to juvenile court records that are not accessible to the public may not release or disclose the records to any other person except as provided by law; and

WHEREAS, Prof. Simon and Ms. Garcia have agreed in writing not to disclose to any third party any information in the Records from which the identity of any individual or other characteristic that could uniquely identify any individual is ascertainable;

NOW THEREFORE, pursuant to Rule 2 of the Rules of Public Access to Records of the Judicial Branch, and by virtue of and under the inherent power and statutory authority of the Minnesota Supreme Court to regulate public access to records maintained by the judicial branch, IT IS HEREBY ORDERED that a copy of the Records be made available to Prof. Simon and Ms. Garcia subject to the conditions set forth in the December 22, 1997, Nondisclosure Agreements between the State Court Administrator's Office and Prof. Simon and Ms. Garcia.

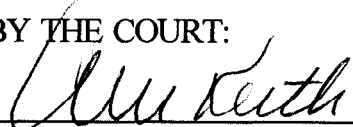
Dated: December 23, 1997

OFFICE OF
APPELLATE COURTS

DEC 23 1997

FILED

BY THE COURT:



A.M. Keith
Chief Justice

NONDISCLOSURE AGREEMENT

Between

**STATE OF MINNESOTA,
STATE COURT ADMINISTRATOR'S OFFICE
145 Minnesota Judicial Center
25 Constitution Avenue
St. Paul, MN 55155**

And

**Vanessa Garcia
4131-9 East Wood Harbor Court
Richmond VA 23231**

THIS AGREEMENT is made and entered into by and between the STATE OF MINNESOTA, STATE COURT ADMINISTRATOR'S OFFICE ("SCAO") and Vanessa Garcia, 4131-9 East Wood Harbor Court, Richmond VA 23231 ("Contractor").

WHEREAS, Contractor desires to obtain a copy of SCAO's juvenile justice data base records for the year(s) 1985-94 ("the Records") from the National Center for Juvenile Justice ("NCJJ"); and

WHEREAS, the Records contain sensitive, confidential information which NCJJ may not disclose without the prior approval of SCAO and the Minnesota Supreme Court ("the Court"), and SCAO is willing to submit a request to the Court for disclosure of the Records pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements, promises and covenants contained herein, SCAO and Contractor hereby agree as follows:

1. EFFECTIVE DATE; TERMINATION. This Agreement is effective as of the date executed by SCAO and shall continue in full force and effect according to its terms. SCAO may terminate this Agreement without prior notice to Contractor upon any violation or breach of this Agreement by Contractor or Contractor's employees or Identified Agents. Contractor may terminate this Agreement at any time by written notice to SCAO. Within ten days of the effective date of any termination of this Agreement, Contractor shall either return any and all copies of the Records to NCJJ or certify in writing to SCAO that any and all copies of the Records have been destroyed. The provisions of paragraphs 1 and 4 through 14 shall survive any termination of this Agreement.

2. RELEASE OF RECORDS. Promptly following the effective date, SCAO shall submit a request to the Court for disclosure of the Records pursuant to the terms and conditions set forth in this Agreement. If the request is approved by the Court, SCAO shall notify NCJJ that NCJJ is authorized to provide a copy of the Records to Contractor.

3. PROPOSED RESEARCH. Contractor warrants that the description of the proposed research project ("The Project"), which is attached to, and made a part of, this Agreement, is an accurate overview of the Project, which includes the objectives, methodology, and list of all persons and entities to be affiliated with the Project ("Identified Agents"). Contractor agrees that the research will be conducted as described and that any changes must be approved in writing as required pursuant to paragraph 14 of this Agreement.

4. GUARANTEES OF CONFIDENTIALITY. Contractor and Identified Agents will not use or disclose any part of the Records for any purpose not specifically and expressly authorized in this Agreement. Without limiting the preceding sentence, and subject to section 5 hereof, Contractor and Identified Agents agree to the following conditions:

a. Contractor and Identified Agents may not disclose to any third party any information in the Records from which the identity of any individual or other characteristic that could uniquely identify any individual is ascertainable.

b. Contractor and Identified Agents will take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of the Records and to satisfy the obligations of Contractor and Identified Agents under this Agreement.

c. Contractor and Identified Agents shall limit the use of and access to the Records to their bona fide employees and Identified Agents whose use or access is necessary to effect the purposes of this Agreement, and shall advise each employee and Identified Agent who is permitted access to any of the Records of the restrictions upon disclosure and use contained in this Agreement, and shall require each employee and Identified Agent who is permitted access to the Records to acknowledge in writing that the employee or Identified Agent has read and understands such restrictions.

d. Without limiting paragraph 1 of this Agreement, Contractor and Identified Agents agree that their obligations with respect to the confidentiality and security of the Records shall survive the termination of this Agreement or their relationship to the Project.

e. Contractor and Identified Agents agree that, notwithstanding any federal or state law applicable to Contractor's or Contractor's employees' or Independent Agent's nondisclosure obligations hereunder, such obligations of Contractor, Contractor's employees and Independent Agents are founded independently on the provisions of this Agreement.

5. LIMITATIONS ON NONDISCLOSURE. Contractor's obligations under section 4 of this Agreement do not apply to information that is accessible to the public pursuant to the Rules of Public Access to Records of the Judicial Branch promulgated by the Court.

6. INJUNCTIVE RELIEF; LIABILITY. Contractor acknowledges that SCAO will be irreparably harmed if Contractor's obligations under this Agreement are not specifically enforced and that SCAO would not have an adequate remedy at law in the event of an actual or threatened

violation by Contractor of its obligations. Therefore, Contractor agrees that SCAO shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Contractor, its employees or Identified Agents without the necessity of SCAO showing actual damages or that monetary damages would not afford an adequate remedy. Contractor shall be liable to SCAO for reasonable attorneys fees incurred by SCAO in obtaining any relief pursuant to this Agreement.

7. INDEMNIFICATION. Contractor agrees to indemnify and save and hold SCAO, its agents and employees harmless from any and all claims or causes of action arising from the performance or breach of this Agreement by Contractor or by Contractor's employees or Identified Agents.

8. ACCURACY AND USE DISCLAIMER. THE RECORDS DISCLOSED TO CONTRACTOR PURSUANT TO THIS AGREEMENT ARE MAINTAINED BY SCAO FOR PURPOSES OF CASE MANAGEMENT (I.E. MOVEMENT OF CASES FROM ONE POINT IN THE PROCESS TO THE NEXT) AND ARE NOT INTENDED FOR USE IN ANALYZING LEGAL ISSUES INVOLVED IN THE CASES. THE RECORDS DO NOT CONSTITUTE OFFICIAL RECORDS OF THE COURTS OF THE STATE OF MINNESOTA. CONTRACTOR IS SOLELY RESPONSIBLE FOR ASSURING PROPER ANALYSIS, VERIFICATION, AND INTERPRETATION OF THE RECORDS. SCAO IS UNDER NO OBLIGATION TO ASSIST CONTRACTOR IN THE ANALYSIS, VERIFICATION, OR INTERPRETATION OF THE RECORDS.

9. MUTUAL REPRESENTATION AND WARRANTY OF AUTHORITY. Contractor and SCAO each represent and warrant to the other that:

- a. It has the full right, power and authority to enter into this Agreement and to perform fully all of its obligations hereunder; and
- b. It is free of any obligation or restriction that would prevent it from entering into this Agreement or from performing fully any of its obligations hereunder; and
- c. It has not entered into and will not enter into any contract which would impede the full performance of its obligations hereunder or would in any way limit or restrict the rights of the other under this Agreement.

10. INDEPENDENT CONTRACTOR. Contractor is an independent contractors. Neither Contractor nor Contractor's employees or Identified Agents are or shall be deemed for any purpose to be employees of SCAO. Neither Contractor nor SCAO shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

11. NON-WAIVER. The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by

either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

12. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Contractor may be merged, acquired or consolidated or which may purchase the entire assets of Contractor.

13. GOVERNING LAW, CONSTRUCTION, VENUE AND JURISDICTION. This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect. Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Contractor hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

14. INTEGRATION. This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Any amendments or modifications to this Agreement shall be in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement in duplicate as of the date first above written.

CONTRACTOR: _____

By: Venessa Garcia

Title: Research Associate

Date: 12/17/97

By: _____
(if corporation, two officers must sign)

Title: _____

Date: _____

STATE OF MINNESOTA, STATE
COURT ADMINISTRATOR'S OFFICE

By: John K. Dosal

Title: STATE COURT ADMIN.

Date: 12/22/97

NONDISCLOSURE AGREEMENT

Between

STATE OF MINNESOTA,
STATE COURT ADMINISTRATOR'S OFFICE
145 Minnesota Judicial Center
25 Constitution Avenue
St. Paul, MN 55155

And

Simon I. Singer, Ph.D.
State University of New York at Buffalo, Department of Sociology
430 Park Hall
P.O. Box 604140
Buffalo, NY 14260-4140

THIS AGREEMENT is made and entered into by and between the STATE OF MINNESOTA, STATE COURT ADMINISTRATOR'S OFFICE ("SCAO") and Simon I. Singer, Ph.D., State University of New York at Buffalo, Department of Sociology, 430 Park Hall, P.O. Box 604140, Buffalo, NY 14260-4140 ("Contractor").

WHEREAS, Contractor desires to obtain a copy of SCAO's juvenile justice data base records for the year(s) 1985-94 ("the Records") from the National Center for Juvenile Justice ("NCJJ"); and

WHEREAS, the Records contain sensitive, confidential information which NCJJ may not disclose without the prior approval of SCAO and the Minnesota Supreme Court ("the Court"), and SCAO is willing to submit a request to the Court for disclosure of the Records pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements, promises and covenants contained herein, SCAO and Contractor hereby agree as follows:

1. EFFECTIVE DATE; TERMINATION. This Agreement is effective as of the date executed by SCAO and shall continue in full force and effect according to its terms. SCAO may terminate this Agreement without prior notice to Contractor upon any violation or breach of this Agreement by Contractor or Contractor's employees or Identified Agents. Contractor may terminate this Agreement at any time by written notice to SCAO. Within ten days of the effective date of any termination of this Agreement, Contractor shall either return any and all copies of the Records to NCJJ or certify in writing to SCAO that any and all copies of the Records have been destroyed. The provisions of paragraphs 1 and 4 through 14 shall survive any termination of this Agreement.

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3. PROPOSED RESEARCH. Contractor warrants that the description of the proposed research project ("The Project"), which is attached to, and made a part of, this Agreement, is an accurate overview of the Project, which includes the objectives, methodology, and list of all persons and entities to be affiliated with the Project ("Identified Agents"). Contractor agrees that the research will be conducted as described and that any changes must be approved in writing as required pursuant to paragraph 14 of this Agreement.

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d. Without limiting paragraph 1 of this Agreement, Contractor and Identified Agents agree that their obligations with respect to the confidentiality and security of the Records shall survive the termination of this Agreement or their relationship to the Project.

e. Contractor and Identified Agents agree that, notwithstanding any federal or state law applicable to Contractor's or Contractor's employees' or Independent Agent's nondisclosure obligations hereunder, such obligations of Contractor, Contractor's employees and Independent Agents are founded independently on the provisions of this Agreement.

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- a. It has the full right, power and authority to enter into this Agreement and to perform fully all of its obligations hereunder; and
- b. It is free of any obligation or restriction that would prevent it from entering into this Agreement or from performing fully any of its obligations hereunder; and
- c. It has not entered into and will not enter into any contract which would impede the full performance of its obligations hereunder or would in any way limit or restrict the rights of the other under this Agreement.

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11. NON-WAIVER. The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity,

or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

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14. INTEGRATION. This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Any amendments or modifications to this Agreement shall be in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement in duplicate as of the date first above written.

CONTRACTOR: SIMON SINGER

By: Simon Singer

Title: Associate Professor

Date: 12/15/97

By: _____

(if corporation, two officers must sign)

Title: _____

Date: _____

STATE OF MINNESOTA, STATE
COURT ADMINISTRATOR'S OFFICE

By: Joe K. Dosa

Title: STATE COURT ADMIN.

Date: 12/22/97

Venessa Garcia
State University of New York University at Buffalo
Department of Sociology
430 Park Hall
Buffalo, NY 14260-4140
(716)645-2417

The Political Economy of Juvenile Justice Systems: Revisiting Juvenile Courts as People-processing Organizations

Statement of Problem

Although various studies report conflicting and often confusing results about decision making outcomes, there appears to be a general agreement that decision making is influenced by the political economy of the organization. Legal changes within our criminal justice system, such as the passing of capital punishment legislation in New York State, forces us to place a stronger emphasis on the impact of the court's environment on decision making processes. The question then is, what factors within the organization's environment influence its decision making processes? Can the organization's internal environment, as well as its external environment impact case processing? And which decisions are impacted? The following is a case processing study of juvenile courts.

The literature discusses numerous components involved in decision making in juvenile justice systems. These factors include such variables as offense, offense seriousness, incriminating or exonerating evidence, the existence or absence of prior juvenile records or delinquency adjudications, sex, age, race or ethnicity, juvenile offender attitudes, school standing, socioeconomic status, and family standing (household makeup, parental sponsorship). These factors are individual case characteristics that have a strong impact on decision making. Other factors that influence case processing are factors within the organizational setting. Such structural variables include the external environment and the formal and informal internal environment. In examining a complete picture of case processing within juvenile court, one must consider the individual characteristics of the case, as well as the structure of the organizational setting. Emerson (1983) refers to this complete picture as the *holistic effects*. This study,

however, focuses on the structure of the organizational setting as one determinant of case processing.

A review of the literature reveals contradictory findings of decision making patterns. These studies have examined referral patterns, intake processing, judicial versus nonjudicial handling, and disposition. Regardless of the court decision being examined, a majority of these studies are quantitative analyses of the final outcomes of these decisions. While there have been studies which have examined the processes of decision making, we need further examination of case processing viewed through the organizational context. Past studies examining the organizational setting of juvenile court case processing have been vague in defining their theoretical blueprint. Additionally, while many studies address the issue of organizational factors, a further examination of the influences of the political economy, along with the internal *coupling* of the organizational system, is needed. We argue that this can provide sociology with a more complete picture of organizational decision making in general.

In examining the organizational analysis of juvenile justice systems, the author investigates the analysis of the political economy of and the coupling of the agencies working within juvenile justice systems. While we acknowledge the weight of individual case characteristics (i.e., situational factors) on decision making processes, we have simultaneously acknowledged the influence of the organizational setting (i.e., structural factors). The problems which present themselves in the findings of recent studies are that organizational factors are often missing or the studies are limited to situational factors surrounding the juvenile and the case. Organizational factors are oftentimes empirically omitted or completely ignored.

This study addresses these issues by reexamining Yeheskel Hasenfeld and Paul P. L. Cheung's thesis of the influence of the political economy on the juvenile court as a people-processing organization (1985). Hasenfeld and Cheung utilize the political economy theory of organizational decision making in order to demonstrate the influences of organizational factors on case processing. With the knowledge that the internal political economy does not explain a significant amount of variance in two decision making processes in the juvenile court, another, yet complementary, organization theory will also be utilized. In particular, the research will

focus on institutionalized organizations' abilities to *buffer* themselves, to an extent, from environmental pressures by *decoupling* their formal structure from their work activities and their internal subunits from each other (Meyer and Rowan, 1977). This thesis fits into the internal political economy which refers to the organizational culture and power relations, as well as the formal and informal internal structure. This organizational analysis of juvenile justice systems will allow us to better determine the affects of the political economy on case processing.

Objectives

1. To understand the organizational factors which influence official decision making.
2. To demonstrate the influence of the political economy on official decision making. We will examine the inter- and intra-organizational factors which influence decision making. We do not attempt to show that legal factors have less of an influence than do extralegal factors on official decision making (the method of data collection does not allow for such an elaborate comparison). We do, however, propose to demonstrate that organizational factors, inter- and intra-, have an enormous impact on the outcome of case processing and therefore, must not be overlooked or taken for granted.
3. To demonstrate the affects of systems coupling on juvenile justice systems (Meyer and Rowan, 1977). The political economy explains the influences of the organizational environment outside the actual juvenile court. The thesis of systems coupling adds to this theory by addressing the affects of the organizational activity within the court, an area which the political economy theory has failed to explain in the past.
4. To make a comparative analysis between counties.

Methods

Design

In order to test these theories, it is necessary to conduct a cross-sectional comparative study of juvenile courts. This study will utilize available data collected by the National Center for Juvenile Justice between the periods of 1985-1994. The data consist of a population of 127

counties in 17 states. A mail survey of no longer than thirty minutes will also be conducted in order to supplement the data with variables not included. Variables within the dataset include: judicial handling, commitment rate, judicial status of the court, judicial status of judge, proportion of youth referred, seriousness of offense and court services. The survey will collect information on the following variables: due process legislation, availability of court services, court coordination with social services, referring agencies' involvement and how closely court personnel are able coordinate their efforts. These data will be obtained on an aggregate, county level which will allow for the testing of the organization theories.

Sampling and Subjects

The unit of analysis is the juvenile court. The sample for this study was obtained by a stratified, random sample taken from the juvenile court population data archived by the National Center for Juvenile Justice (n=127). Stratification was based on the size of the population under the court's jurisdiction resulting in three strata, the first constituting 50% of the nation's population, the second and third each constituting 25% of the population. The court's jurisdiction as the factor chosen for stratification is based on the knowledge that the size of the court's population strongly influences staff size and court technology, among other things. From each strata thirty counties, or jurisdictions, were selected. This small number was chosen due to the richness of the data. The thirty jurisdictions were selected through the same stratified, random sampling technique used by Butts and Halemba (1996). This allows for variation in the external structural variables, which can determine the variation of many of the internal variables.

Confidentiality and Research Staff

Participating courts will be informed that all information they provide will remain confidential. A number will be linked to each court in analyzing the data only to allow the research staff to keep track of the data. However, in the final report, no identifying information will be released which will allow the participating courts to be traced, therefore, there is no risk to the courts. Additionally, all data will be obtained in aggregate form. This means that identities of juveniles, lawyers or judges will be unknown to this research staff. Only Venessa Garcia, principal investigator, and Dr. Simon I. Singer, dissertation committee chair, will be allowed to view the dataset which will link identification codes to the participating courts. The research staff have included the names, titles, addresses and signatures of all persons working on this project as required by Nondisclosure Agreement provided by the State of Minnesota, State Court Administrator's Office. Furthermore, pursuant to the research ethics and confidentiality policy of the Human Subjects Review Committee at the University, once analyses are complete, any identifying data and records will be kept under lock and key in a file cabinet in the departmental office of Dr. Simon I. Singer, at the State of New York University at Buffalo. This confidentiality policy is strictly enforced by the Human Subjects Review Committee at the University at Buffalo.

References

- Butts, Jeffrey A. and Gregory J. Halemba. 1996. *Waiting for Justice: Moving Young Offenders through the Juvenile Court Process*. Pittsburgh: National Center for Juvenile Justice.
- Hasenfeld, Yeheskel and Paul P. L. Cheung. 1985. "The Juvenile Court as a People-processing Organization: A Political Economy Perspective." *American Journal of Sociology*. 90:4:801-824.
- Meyer, John and Brian Rowan. 1977. "Institutionalized Organizations: Formal Structure as Myth and Ceremony." *American Journal of Sociology*. 83:340-63.