

INTER-AGENCY AGREEMENT COVER SHEET

Name of Agreement: IA DJJ & Sen Bo of IRC

Level of Agreement: 4

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Agreement Number: N/A

INTERAGENCY AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE
AND
THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
2016-2018

THIS INTERAGENCY AGREEMENT (the "Agreement"), made and entered into this April 1, 2016 by and between:

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
(hereinafter referred to as the "SDIRC") a body corporate and political subdivision of the State of Florida, whose principal place of business is 6500 57th Street, Vero Beach, Florida 32967
And

THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE
OF INDIAN RIVER COUNTY
(hereinafter referred to as "DJJ"), whose principal place of business is 1834 Old Dixie Hwy, Vero Beach, Florida 32960

WHEREAS, the SDIRC must fulfill its constitutional obligation to educate children of compulsory school age and to either provide or review/monitor curriculum, support services, and resources; and

WHEREAS, courts may assign students residing in Indian River County to residential and/or nonresidential juvenile justice programs operated by DJJ, either directly or through private providers under contract with DJJ; and

WHEREAS, the SDIRC and DJJ mutually agree to plan and implement a process and procedure for sharing of information that will result in improved services to at-risk-youth involved in the juvenile justice system; and

WHEREAS, the parties acknowledge any release of a student's confidential education records to DJJ, without written consent of the student or parent, is intended solely for use in determining the appropriate programs and services for each student or the student's family, or for coordinating the delivery of programs and services for each student or the student's family, and as such is inadmissible in any Court proceeding unless written consent is provided by a parent or other responsible adult on behalf of the student; and

NOW, THEREFORE, in consideration of the mutual covenants embodied herein, and other valuable considerations, the parties to this Agreement mutually agree as follows:

1. RECITALS

The Parties agree that the foregoing recitals are true and correct and such recitals are incorporated herein by reference.

2. APPLICABLE LAWS

This Agreement shall be governed and construed in accordance with the laws of the State of Florida, the rules and regulations of the State of Board of Education, and the policies, rules, and operating procedures of the SDIRC and DJJ.

3. ENABLING LEGISLATION

This Agreement shall be implemented by the parties in compliance with applicable Florida Statutes and State Board of Education Rules including the following:

- a. Section 1001.452(1)(c), F. S.- *District and School Advisory Councils*;
- b. Section 1002.221, F.S. – *K-12 Education Records*;
- c. Section 1003.51, F. S.- *Other Public Educational Services*;
- d. Section 1003.52(14), F.S.- *Educational services in Department of Juvenile Justice Programs*;
- e. Section 1003.53, F. S. *Dropout Prevention and Academic Intervention*;
- f. Section 1006.13, F.S.- *Policy of Zero Tolerance for Crime and Victimization*;
- g. Section 1013.53, F. S.- *Cooperative Development of Educational Facilities in Juvenile Justice Programs*; and
- h. State Board of Education Rule 6A-6.05281, F.A.C.- *Educational Programs for Youth in Juvenile Justice Detention, Commitment, Day Treatment or Early Delinquency Intervention Programs*.

4. INDEMNIFICATION/INSURANCE

Each party acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury, or damage caused by the negligent or wrongful acts or omissions of an employee or official while acting within the scope of the official's or employee's office or employment. The parties agree to be responsible for all such claims and damages, to the extent of the limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees and officials. Each party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by any party hereto to indemnify the other; (ii) a waiver of sovereign immunity; (iii) a waiver of any right or defense that each party hereto has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.

To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes, each Party acknowledges and represents that it is self-insured for General Liability under Florida sovereign immunity statutes within the coverage limits allowed by law. Each Party shall maintain or be self-insured for Worker's Compensation & employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

5. NON-DISCRIMINATION

The Parties shall not discriminate against any student, employee, contractor, or agent on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, gender identity or expression with respect to any activity occurring under this Agreement.

6. STATE BOARD POLICYS AND PROCEDURES

DJJ will abide by all relevant State Board of Education rules, including, but not limited to, Rule 6A-6.05281, Florida Administrative Code, and SDIRC policies and procedures relating to youth services/dropout prevention programs. The SDIRC will abide by relevant DJJ policies and procedures regarding Juvenile Justice Programs.

7. INFORMATION SHARING

The Florida legislature has determined that education is the single most important factor in the rehabilitation of adjudicated delinquent youth in the custody of DJJ programs. Accordingly, youth in the juvenile justice system shall be allowed the opportunity to obtain a high quality education. The SDIRC recognizes DJJ has a legitimate educational interest in receiving student information in order to carry out DJJ's responsibilities prescribed by statute and by this Agreement. As such, the SDIRC shall respond to requests for student records received from a juvenile justice facility within 10 working days after receiving the request. As a condition precedent to receiving confidential student information, DJJ warrants and agrees that DJJ will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete DJJ's duties and or services under this Agreement.

As a condition precedent to receiving confidential student information, DJJ warrants and agrees that it:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the DJJ's duties and/or services under the agreement. The School Board has determined that DJJ has a legitimate educational interest in receiving : student demographical information, academic data, behavioral data and Individualized Education Plan (IEP) or 504 and;
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out DJJ's responsibilities under the agreement); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information, except for the legitimate purposes, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the DJJ in any form to any party (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the minor child's parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the DJJ shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the school or the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or

physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The Parties agree to comply with Section 1002.22, Florida Statutes; State Board of Education Rule 6A-1.0955, Florida Administrative Code; 20 U.S.C. 1232g ("FERPA"); and 34 C.P.R. Part 99.

8. IMPLEMENTATION

DJJ shall disseminate this Agreement to appropriate personnel and provide technical assistance in the implementation of the requirements for the Agreement.

9. PARTIES' RESPONSIBILITIES

The SDIRC and DJJ agree:

- i. DJJ and SDIRC will provide support programs that encourage children and youth who have dropped out of school to re-enter school once their term at the DJJ facility has been completed, or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;
- ii. If the child or youth is identified as in need of special education services while in the DJJ facility, DJJ and SDIRC will notify the local school of the child or youth of such need;
- iii. Where feasible, DJJ and SDIRC will involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;
- iv. DJJ will coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
- v. If appropriate, DJJ and SDIRC will work with local businesses to develop training, curriculum based youth entrepreneurship education, and mentoring programs for children and youth.

The SDIRC agrees:

- a) To make provisions for each student to participate in basic, career education, and exceptional student education programs, where appropriate;
- b) To identify SDIRC personnel designated by the Superintendent as authorized to receive confidential criminal history information;
- c) To ensure that information obtained from the criminal history database will be disseminated only to appropriate school personnel and will carry a warning, regarding the reliability, confidentiality and control over additional dissemination;

- d) To request juvenile criminal history information only for the purposes of assessment, placement or security of persons and property and maintain the confidentiality of this information;
- e) To notify the law enforcement agency having jurisdiction when an adult or student commits any of the following offenses on school property, on school sponsored transportation, or at school sponsored activities: Homicide; Sexual Battery; Armed Robbery; Aggravated Battery; Battery on a teacher or other school personnel; Kidnapping or abduction; Arson; Possession; Use or sale of any firearm; or Possession, use or sale of any explosive device; as specified in Florida Statutes and State Board Rule. Additionally, if the offense involves a victim, the school officials shall notify the victim and the victim's parents or legal guardian if the victim is a minor, or the offense and the victim's right to press charges against the offender. School personnel shall cooperate in any investigation or other proceedings leading to the victim's exercise of rights as provided by law;
- f) To assign an individual to serve as an active participant on the Circuit 19 Juvenile Justice Advisory Board.

DJJ agrees to:

- a) Provide early notice to SDIRC regarding the siting of new juvenile justice facilities in the Indian River County;
- b) Notify the Superintendent for Indian River County Schools, in writing, within thirty (30) days after the award of a contract for the construction or operation of a commitment or detention facility within Indian River County and obtaining a permit to begin construction of a new detention or commitment facility within Indian River County;
- c) Ensure that information obtained from the student records will be disseminated only to appropriate DJJ personnel and will carry a warning, regarding the reliability, confidentiality and control over additional dissemination;
- d) Participate in joint case staffing or planning sessions to share case information and/or identify strategies to enhance school safety;
- f) Participate in joint planning with SDIRC personnel to eliminate duplication of services and identify gaps in services to at risk and delinquent youth;

10. IMPLEMENTATION PROVISION OF SECTION 1006.13, F.S.

DJJ and SDIRC agree to the following guidelines for ensuring that all children who have been found to have committed one or more of the enumerated offenses in section 1006.13(5), Florida Statutes, or has had a no contact order entered by the court are reported and that all steps necessary are taken to protect the victim.

The DJJ agrees to the following:

- a) DJJ Probation Circuit 19 will notify SDIRC at or before the time of adjudication,

withholding of adjudication, or plea of guilty or nolo contendere for the following felony offenses: homicide, assault, battery, culpable negligence, kidnapping, false imprisonment, luring or enticing a child, custody offenses, sexual battery, lewdness and indecent exposure, abuse of children, robbery, robbery by sudden snatching, carjacking, home-invasion-robbery, if the offender and the victim or the victim's sibling(s) attends school in the same school district or ride the same school bus. Notification will be from the DJJ Probation Circuit 19 Office to one person or office designated by the School District of Indian River County.

- b) DJJ Probation Circuit 19 will notify SDIRC when the judge enters a "No Contact Order." Notification will come from the DJJ Probation Circuit 19 office to the person or office designated by the SDIRC.
- c) DJJ Probation Circuit 19 will notify the victim's parents or legal guardian of the right to attend the sentencing or disposition of the offender and the right of the victim to request that the offender be required to attend a different school.
- d) DJJ Probation Circuit 19 will notify the SDIRC when the court orders that the offender and the victim and the victim's sibling (s) are allowed to attend the same school. The DJJ Probation Circuit 19 Office will send the notification to the person or office designated by the SDIRC.

SDIRC agrees to the following:

- a) SDIRC agrees to facilitate the offender's attending another school in the district, provided the other school is not attended by the victim or sibling of the victim and when it is appropriate.
- b) SDIRC agrees to facilitate the offender's attending a school in a different district if the offender is unable to attend a different school in the same district.
- c) SDIRC agrees that if the offender is unable to attend school in a different school district or is unable to attend a different school within the district, the school district shall take any reasonable precaution necessary including the following steps, to keep the offender separated from the victim and victim's siblings in school and on school transportation. The steps include but are not limited to:
 - a. changes in the scheduling of classes and school activities of the victim and offender so as not to coincide.
 - b. Consider alternative placement.
 - c. Virtual School if appropriate.
- d) SDIRC will provide this transportation if it exists at no additional cost.

11. TERM OF AGREEMENT

This Agreement will be in effect from April 1, 2016 or upon full execution, whichever is later, and continue through March 31, 2018.

12. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

13. TERMINATION

Each party reserves the right to terminate this Agreement, with or without any reason, upon providing at least thirty (30) days written notice to the other party by United States Postal Service certified mail, return receipt requested.

14. BACKGROUND CHECKS

The Parties' employees who have direct contact with students must undergo Level 2 screening. Level 2 screening consists of fingerprinting and a background check.

Any disputes arising under this Agreement shall be addressed through the following measures:

- Step 1 is resolution of the dispute among staff at the local agency level; and
- Step 2 is resolution of the dispute between the agency heads, i.e., the Superintendent and the Deputy Secretary of The Florida Department of Juvenile Justice.

15. TRANSITION

- DJJ shall provide each student with an Educational Individualized Exit transition plan which is developed collaboratively and cumulatively by the student, parent/guardian, DJJ program staff, and all appropriate SDIRC personnel at a re-entry meeting.

16. NO THIRD PARTY BENEFICIARIES

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by the third parties in any manner arising out of any contract.

17. RECORDS

Each Party shall maintain its own respective records and documents associated with this Agreement

in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for providing the public with access to public records requested pursuant to Section 119.07, Florida Statutes, and ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Each party agrees to be responsible for any resultant award of attorney's fees imposed by a court of

competent jurisdiction for that party's failure to comply with Florida public records laws.

DJJ shall ensure that any electronic data that it receives from or collects on behalf of SDIRC that will be stored in the cloud or in a data center, will be maintained and stored within the continental United States in a location that has appropriate infrastructure and security obligations and practices (business continuity, encryption, firewalls, physical security, etc.) that will minimize privacy or security breaches or the likelihood that the data will only be accessed by DJJ's employees, subcontractors, or agents who have a legitimate basis for accessing such data.

18. ENTIRE AGREEMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19. PREPARATION OF AGREEMENT

The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

20. WAIVER

The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this agreement shall not be deemed a waiver of such provision or modification of this agreement. A waiver of any breach of a provision of this agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this agreement.

21. COMPLIANCE WITH LAWS

Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

22. GOVERNING LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of

the State of Florida. Any controversies or legal problems arising out of this agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts with jurisdiction in Indian River County, Florida.

23. PLACE OF PERFORMANCE

All obligations of SDIRC under the terms of this Agreement are reasonably susceptible of being performed in Indian River County, Florida and shall be performable in Indian River County, Florida.

24. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

25. NOTICE

When any of the parties desire to give notice, except notice of termination, to the other, such notice must be in writing, sent by U. S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

TO SDIRC: Mark J. Rendell, Ed. D
 Superintendent of Schools
 The School District of Indian River
 County
 6500 57th Street
 Vero Beach, FL 32967

AGENCY: Circuit 19, Department of Juvenile Justice
 Wydee'a E. Wilson, Chief Probation Officer, Circuit 19
 1834 Old Dixie Hwy
 Vero Beach, FL 32960


26. CAPTIONS

The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

27. AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

By: 
Mark J. Rendell Ed.D.
Superintendent of Schools

Date: 4-1-16

THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE

Agency Name

BY: 
Wydee' a E. Wilson, Circuit 19, Chief Probation Officer
Florida Department of Juvenile Justice

Date: 4-1-16