

INTERAGENCY AGREEMENT REGARDING HABITUAL TRUANTS

THIS AGREEMENT is entered into between the Duval County School Board, hereinafter called the "DCSB", and the Department of Juvenile Justice, hereinafter called "DJJ" and its authorized agent, the Youth Crisis Center, hereinafter called "YCC", the Jacksonville Sheriff's Office, hereinafter called "JSO", the Atlantic Beach Police Department hereinafter called "AB Police", Jacksonville Beach Police Department hereinafter called "JBPD", Neptune Beach Police Department hereinafter called "NBPD", the 4th Judicial Circuit-State Attorney's office hereinafter called "SAO", the 4th Judicial Circuit, Court Administrator's Office called "Truancy Court" and the Department of Children & Families, hereinafter called "DCF."

PURPOSE:

The purpose of this Interagency Agreement is to establish written procedures for the enforcement of the compulsory school attendance law in cases where the student has been identified as a habitual truant, and has been the subject of the activities described in FS 1003.27, without resultant successful remediation of the truancy problem. The students are not under Department of Children and Families supervision for abuse, neglect or abandonment or Department of Juvenile Justice Supervision for delinquent behavior.

This mission can only be accomplished through ongoing interagency cooperation and collaboration. This includes commitments to the sharing of resources, time and information necessary to accomplish the goals of the interagency agreement to the extent authorized by law.

ENABLING/RELATED LEGISLATION AND POLICIES:

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| Florida Statute 1003.01(8) | Definition: Habitual truant |
| Florida Statute 1003.21 | School attendance |
| Florida Statute 1003.01(13) | Regular school attendance |
| Florida Statute 1003.21(3) | Certificates of exemption authorized in certain cases |
| Florida Statute 1003.24 | Parents and legal guardians responsible for attendance of children; attendance policy |
| Florida Statute 1003.26 | Enforcement of school attendance |
| Florida Statute 1003.27 | Court procedure and penalties |
| Florida Statute 984.03(9), (25), (27) | Definitions: Child in Need of Services (CINS), Family in Need of Services (FINS), Habitually Truant |
| Florida Statute 984.04 | Families in need of services and children in need of services; procedures and jurisdiction |
| Florida Statute 984.05 | Rules relating to habitual truants: adoption by Department of Education and Department of Juvenile Justice |
| Florida Statute 984.09 | Punishment for contempt of court; alternative sanctions |
| Florida Statute 984.12 | Case Staffing; services and treatment of a family in need of services |
| Florida Statute 984.13 | Taking into custody a child alleged to be from a family in need of services or to be a child in need of services |
| Florida Statute 984.151 | Filing a truancy petition |
| Duval County School Board Policy-- 5.42 District Student Attendance Provisions | |

INTER/INTRA-AGENCY LINKAGES:

Linkages with other agencies are vital to the provision of services to habitual truants and their families. This agreement is intended to supplement working agreements already in place.

- Agencies will work cooperatively to minimize the differences in laws, statutes, administrative rules, policies and procedures governing each agency.
- Agencies will strive for continuity and coordination of services across all programs, and minimize duplication of services.
- Agencies agree to share information and resources, to the extent legally possible.

ROLES AND RESPONSIBILITIES OF PARTICIPATING AGENCIES:

A. Duval County School Board

1. A DCSB attendance social worker representative will be designated to participate in the Truancy Arbitration Program at the State Attorney's Office.
2. DCSB will provide a free appropriate public education, including but not limited to the following programs: academic, vocational, exceptional student education, dropout prevention, alternative education, and substance abuse prevention.
3. DCSB requires regular attendance of all students between the ages of six (6) and sixteen (16), as per F.S. 1003.21. A student who is over the age of 16 years is required to attend school regularly unless he/she files a formal declaration of intent to terminate school enrollment.
4. DCSB will identify barriers to regular attendance and take necessary steps to remove those barriers. School officials will review and monitor school attendance. Referrals will be made to district staff as appropriate.
5. In accordance with Florida Statute, the local school, the attendance staff, the parent, and student when applicable, will convene a Child Study Team (hereinafter called Attendance Intervention Team) to identify barriers to regular attendance and take necessary steps to remove those barriers.
6. DCSB will determine a student to be habitually truant when the activities outlined in FS 1003.26 and 1003.27 have been completed however, have not successfully corrected the truant behavior and the parents have made a good faith effort to participate and comply with the law. In these cases the attendance staff shall initiate a CINS/FINS (Child-in-Need-of Services/Family-in-Need-of-Services) referral to YCC or a truancy court referral. The referral shall contain a completed YCC or Truancy Court referral form and documentation of the required activities completed by the DCSB attendance services head, and YCC services will be specified as applicable.
7. When a school determines that a student subject to compulsory school attendance has excessive absences as defined in FS 1003.26, the superintendent of schools may file a truancy petition in the circuit court in which the student is enrolled.
8. When it appears that the parent is largely responsible for the child's absences, or the parent does not make a good faith effort to participate and comply with the

law, the school attendance officer will submit a referral to the State Attorney's Office.

9. DCSB will allow previously background checked YCC case managers/counselors to provide services to students in the student's school after YCC has provided an affidavit stating case managers/counselors have passed level 2 employment screening pursuant to F.S. 435.

B. Department of Juvenile Justice/Youth Crisis Center

1. YCC will provide DCSB with an affidavit on any case manager having contact with a student stating that case manager has passed level 2 employment screening pursuant to F.S. 435.
2. The YCC case manager will assist the family in finding a way to resolve the problem as a family unit.
3. The YCC case manager will attempt to meet with the student and family to discuss services, such as referrals to appropriate community agencies for economic services, family and individual counseling, or other activities required to correct the conditions that have been contributing to the truant behavior.
4. The YCC case manager will coordinate periodic joint Case Staffing Meetings of the case with the school attendance staff to determine the necessity or continuation of services for the student and family. Case Staffing Meetings may be in person or by telephone.
5. The YCC case manager will convene the Case Staffing Committee if satisfactory progress is not made and/or truant behavior continues. The Case Staffing Committee will review the case and make recommendations, which may include a CINS petition to be filed against the student for habitual truancy.
6. The YCC case manager will prepare a Pré-Deposition Report upon the filing of a CINS petition requesting the scheduling of a dispositional hearing and that the court will adjudicate the child as a Child in Need of Services. The YCC will notify the school attendance staff of court hearings/reviews and provide copies of all court-related documents to the school attendance staff.

C. Dual Responsibilities

1. The YCC case manager and the school attendance staff shall continue to provide services to the student and family until it is agreed upon that the services are no longer necessary or the case no longer meets the definition of a child in need of services or family in need of services.
2. Release of information forms signed by the parent or guardian shall be obtained by the YCC case manager or school representative requesting the record, document or data. The signed release forms shall then be presented to the person or agency maintaining the requested records, or to whom the records are released.
3. All pertinent information relating to truancy cases shall be freely shared by the persons involved pursuant to F.S. 984 and F.S. 1003.27. The YCC case manager and the school attendance staff will keep each other fully informed of any and all significant changes, activities, concerns or problems as they arise. Reviews of the case will be conducted on a periodic basis to determine progress and make recommendations for further action.

4. The recommendation to file a CINS petition alleging habitual truancy shall be reviewed and approved by the DJJ attorney. Prior to filing the petition, the YCC case manager assisted by the school attendance staff will provide all required documentation to the DJJ attorney.
5. The decision to file an indirect contempt petition or motion alleging violation of the conditions as specified in the court order will be a mutual one agreed upon between the school attendance staff, the YCC case manager, and the DJJ attorney. The filing of such a petition or motion shall be accomplished by the DJJ attorney assisted by the YCC case manager and/or the school attendance staff.
6. Truancy cases may be considered closed upon resolution of the truancy problem as mutually agreed to by both parties or when the case no longer meets the definition of a child in need of services or family in need of services.

D. Jacksonville Sheriff's Office, Neptune Beach Police Department, Jacksonville Beach Police Department and Atlantic Beach Police Department.

1. JSO, NBPD, JBPD and AB Police will provide law enforcement related information to habitual truants with whom they come in contact in the line of duty.
2. When necessary, law enforcement officers from JSO, NBPD, JBPD and AB Police will be available to accompany school attendance staff, YCC representatives, and/or DJJ case managers on home visits to habitual truants for the purpose of ensuring peace in the home and providing law enforcement related counseling.
3. When a law enforcement officer has reasonable grounds to believe that a child is absent from school without authorization, the law enforcement officer will take the child into custody and deliver the child without unreasonable delay to the school system pursuant to F.S. 984.13.
4. JSO, NBPD, JBPD and AB Police will designate law enforcement officers, as needed, to participate in the following interagency collaborative initiatives:
 - a) Case Staffing Committee Meetings (F.S. 984.12)
 - b) Jacksonville United Against Truancy
 - c) Training and in-Service activities related to truancy intervention

E. 4th Judicial Circuit State Attorney's Office

1. The SAO will accept referrals to their Truancy Arbitration Program and conduct TAP hearings in an attempt to remediate the student's truant behavior. In cases where excessive absences continue the parent will be referred to a prosecutor for possible criminal charges and court action.
2. A SAO representative will be designated, as needed to participate in the following interagency collaborative initiatives:
 - a) Case Staffing Committee Meetings (F.S. 984.12)
 - b) Jacksonville United Against Truancy
 - c) Training and in-Service activities related to truancy intervention
3. The SAO shall provide a work space for the DCSB attendance social worker representative assigned to participate in TAP hearings.

F. 4th Judicial Circuit Court Administrators Office

1. The Court Administrators Office will accept referrals to Truancy Court to remediate truant behaviors.

2. A representative from the Court Administrators Office will be designated, as needed to participate in the following interagency collaborative initiatives:
 - a) Jacksonville United Against Truancy
 - b) Training and In-Service activities related to truancy intervention

G. Department of Children and Families

1. A DCF representative will be designated, as needed to participate in the following interagency collaborative initiatives:
 - a) Case Staffing Committee Meetings (F.S. 984.12)
 - b) Jacksonville United Against Truancy

The participating agencies further agree as follows:

- All parties shall comply with the provisions of the Titles VI and VII of the Civil Rights Act of 1964 and all other Federal Laws applicable to equal employment opportunity.
- No otherwise qualified mentally or physically handicapped individual shall, solely by reason of this handicap, be excluded from the benefits of or be subjected to discrimination under this Agreement.
- The parties shall recognize and safeguard the confidential nature of case records and student information in conformance with all applicable Federal and State Laws, rules and regulations and both Parties' policies pertaining to the right of privacy of parents, guardians, and students.
- Any alterations, variations, modifications, or waivers of this Agreement shall only be valid when they have been placed in writing, signed, and attached to this Agreement. All parties agree to renegotiate this Agreement if Federal or State revision of any applicable laws or regulations should occur.
- Termination at Will. This Agreement may be terminated by either Party at any time, with or without cause, upon no less than thirty (30) days' notice in writing to the Parties. Said notice shall be delivered by Certified Mail or in person.
- The term of this agreement shall be for a period of three (3) years commencing on July 1, 2009 and ending on June 30, 2012. Said agreement may be extended from year to year under the same terms and conditions set forth herein, with written agreement and approval by all parties.
- We are committed to cooperatively plan and work together to meet the needs of at risk youth in Duval County. In instances of interagency conflict every effort will be attempted to resolve differences at the lowest possible level. Failure on the part of either agency to abide by the procedures as outlined herein shall be resolved by referral to the appropriate agency administrators.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURE PAGE IMMEDIATELY FOLLOWS)

Witness thereof, the above-mentioned parties have caused this Agreement to be executed by their duly authorized officials on the day and year below written.



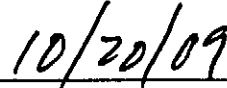
Tom Patania, President
Youth Crisis Center

7/13/9
Date

Witness thereof, the above-mentioned parties have caused this Agreement to be executed by their duly authorized officials on the day and year below written.




W. E. Pratt-Dannals, Superintendent
Duval County School Board



Date

FORM APPROVED: 

Witness thereof, the above-mentioned parties have caused this Agreement to be executed by their duly authorized officials on the day and year below written.



07-22-09

David W. Sembach, Chief of Police
Neptune Beach Police Department

Date

Witness thereof, the above-mentioned parties have caused this Agreement to be executed by their duly authorized officials on the day and year below written.

Mike Classey
Michael Classey, Chief
Atlantic Beach Police Department

8-12-09
Date

Witness thereof, the above-mentioned parties have caused this Agreement to be executed by their duly authorized officials on the day and year below written.

W. E. Pratt-Dannals, Superintendent
Duval County School Board

Date

Tom Patania, President
Youth Crisis Center

Date

Christine Carr, Chief Probation Officer
Department of Juvenile Justice

Date



John Rutherford, Sheriff
Jacksonville Sheriff's Office



Date

Bruce Thomason,
Jacksonville Beach Police Department

Date

David W. Sembach, Chief of Police
Neptune Beach Police Department

Date

Michael Classey, Chief
Atlantic Beach Police Department

Date

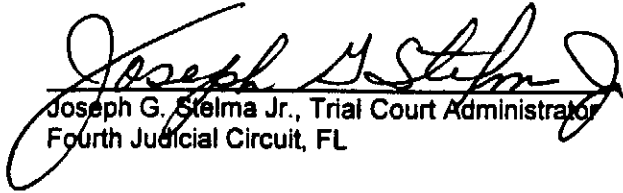
Angela Corey, State Attorney
State Attorney's Office

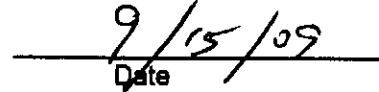
Date

Nancy Dreicer, District Administrator
Department of Children and Families

Date

Witness thereof, the above-mentioned parties have caused this Agreement to be executed by their duly authorized officials on the day and year below written.


Joseph G. Steima Jr., Trial Court Administrator
Fourth Judicial Circuit, FL


Date

Witness thereof, the above-mentioned parties have caused this Agreement to be executed by their duly authorized officials on the day and year below written.

Christine Carr

Christine Carr, Chief Probation Officer
Department of Juvenile Justice

3-9-10

Date