

INTERAGENCY AGREEMENT RE: HABITUAL TRUANTS
BETWEEN THE ST JOHNS COUNTY SCHOOL DISTRICT,
THE DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 7,
YOUTH CRISIS CENTER,
THE ST JOHNS COUNTY SHERIFF'S OFFICE,
7TH JUDICIAL CIRCUIT, STATE ATTORNEY'S OFFICE,
AND
THE DEPARTMENT OF CHILDREN & FAMILIES

THIS AGREEMENT is entered into between the St. Johns County School District, hereinafter called the "SJCSO," the Department of Juvenile Justice, hereinafter called "DJJ" and its authorized agent, the Youth Crisis Center, hereinafter called "YCC," the St. Johns County Sheriff's Office, hereinafter called "SJCSO," the 7th Judicial Circuit-State Attorney's Office, hereinafter called the "SAO," 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:

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

St. Johns County School District Policy-- Attendance/Truancy
 St. Johns County School District Procedures for Excessive Student Absences/Habitual Truancy

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. St. Johns County School District

1. SJCS D will provide a free appropriate public education as required by Florida law.
2. SJCS D 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.
3. The local school, the Attendance Officer, the parent, and student when applicable, will convene a Child Study Team to identify barriers to regular attendance and take necessary steps to remove those barriers.
4. SJCS D 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.
5. 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.

6. SJCSO 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 SJCSO 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 officer 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 Pre-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 officer of court hearings/reviews and provide copies of all court-related documents to the school attendance officer.

C. Dual Responsibilities

1. The YCC case manager and the school attendance officer 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 officer 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 officer 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 officer, 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 officer.
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. St. Johns County Sheriff's Office

1. St. Johns County Sheriff's Officers (SJCSO) 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 will be available to accompany school attendance officers, 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. The SJCSO 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) Truancy/Drop-Out Prevention Sub-committee of the St. Johns County Juvenile Justice Council


- E. 7th Judicial Circuit State Attorney's Office
1. 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) Truancy/Drop-Out Prevention Sub-committee of the St. Johns County Juvenile Justice Council
- F. 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) Truancy/Drop-Out Prevention Subcommittee of the St. Johns County Juvenile Justice Council

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 May 1, 2009 and ending on April 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. However, any party may terminate the agreement at any time upon 30 days written notice to the other parties.
- We are committed to cooperatively plan and work together to meet the needs of at risk youth in St. Johns 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.

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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

4/24/9

 Date

 Superintendent, Dr. Joseph Joyner, Ed.D.
 St. Johns County School District

 Date

 Bill Holland, Chief Probation Officer
 Department of Juvenile Justice

 Date

 David Shoar, Sheriff
 St. Johns County Sheriff's Office

 Date

 R.J. Larizza, State Attorney
 State Attorney's Office

 Date

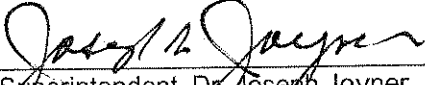
~~Reggie Williams~~ _____
 District Administrator
 Department of Children and Families

 Date

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Youth Crisis Center

Date



Superintendent, Dr. Joseph Joyner, Ed.D.
St. Johns County School District

6-23-09
Date

Bill Holland, Chief Probation Officer
Department of Juvenile Justice

Date

David Shoar, Sheriff
St. Johns County Sheriff's Office

Date

R.J. Larizza, State Attorney
State Attorney's Office

Date

Nancy Dreicer, District Administrator
Department of Children and Families

Date

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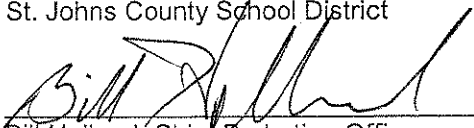
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Tom Patania, President
Youth Crisis Center

Date

Superintendent, Dr. Joseph Joyner, Ed.D.
St. Johns County School District

Date



Bill Holland, Chief Probation Officer
Department of Juvenile Justice

Date

5-6-09

David Shoar, Sheriff
St. Johns County Sheriff's Office

Date

R.J. Larizza, State Attorney
State Attorney's Office

Date

Nancy Dreicer, District Administrator
Department of Children and Families

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Department of Juvenile Justice

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St. Johns County Sheriff's Office

5/30/09

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State Attorney's Office

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Department of Juvenile Justice

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David Shoar, Sheriff
St. Johns County Sheriff's Office

Date

R.J. Jozza, State Attorney
State Attorney's Office

Date

5-1-09

Nancy Dreicer, District Administrator
Department of Children and Families

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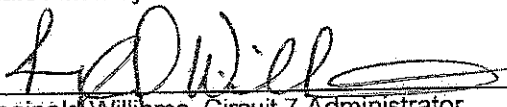
Date

David Shoar, Sheriff
St. Johns County Sheriff's Office

Date

R.J. Larizza, State Attorney
State Attorney's Office

Date



Reginald Williams, Circuit 7 Administrator
Department of Children and Families

Date 6/25/09