

**INTERAGENCY AGREEMENT RE: HABITUAL TRUANTS  
BETWEEN THE SCHOOL BOARD OF CLAY COUNTY  
THE DEPARTMENT OF JUVENILE JUSTICE CIRCUIT 4  
YOUTH CRISIS CENTER  
CLAY COUNTY SHERIFF'S OFFICE  
GREEN COVE SPRINGS POLICE DEPARTMENT  
ORANGE PARK POLICE DEPARTMENT  
4<sup>th</sup> JUDICIAL CIRCUIT, STATE ATTORNEY'S OFFICE  
AND  
THE DEPARTMENT OF CHILDREN & FAMILIES**

THIS AGREEMENT is entered into between the School Board of Clay County, hereinafter called the "SBCC", and the Department of Juvenile Justice, hereinafter called "DJJ" and its authorized agent, the Youth Crisis Center, hereinafter called "YCC", the Clay County Sheriff's Office, the Green Cove Springs Police Department, the Orange Park Police Department, the 4<sup>th</sup> Judicial Circuit-State Attorney's Office and the Department of Children & Families.

**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 an habitual truant, and has been the subject of the activities described in FS 1003.27, without resultant successful remediation of the truancy problem. These 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), Habitually Truant, Family in Need of Services (FINS),       |
| 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 |

Clay County School Board Policy 4.01 - Attendance/Truancy  
Clay County School Board 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 currently 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. School Board of Clay County**

1. SBCC will provide a free appropriate public education, including but not limited to the following programs: academic, vocational, exceptional student education, dropout prevention , alternative education, detention and substance abuse prevention.
2. SBCC 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. SBCC will identify barriers to regular attendance and take necessary steps to remove those barriers. When the local school, with the assistance of a Youth Resource Officer when applicable, is unable to bring about regular attendance of a student, then a referral will be made to the school social worker.
4. The school social worker will complete the activities outlined in SBCC District Procedures for Excessive Student Absences/Truancy. These activities will be conducted to determine the cause of, and to attempt the remediation of the student's truant behavior.
5. SBCC will determine a student to be habitually truant when the activities outlined in FS 1003.26, 1003.27 have been completed however, have not successfully remediated the truant behavior and the parents have made a good faith effort to participate and comply with the law. In these cases the school social worker shall file a truancy petition with the Clerk of the Courts Office, initiate a referral to YCC, and/or convene a CINS/FINS Case Staffing.

6. 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 social worker will submit a referral to the State Attorney's Office Truancy Arbitration Program.

**B. Department of Juvenile Justice /Youth Crisis Center**

1. The YCC case manager will assist the family in finding a way to resolve the problem as a family unit.
2. 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 remediate the conditions that have been contributing to the truant behavior.
3. The YCC case manager will coordinate periodic joint staffing of the case with the school social worker to determine the necessity or continuation of services for the student and family. Staffing may be in person or by telephone.
4. 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.
5. 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 adjudicate the child as a Child in Need of Services. The YCC will notify the school social worker of court hearings/reviews and provide copies of all court-related documents to the school social worker.

**C. Dual Responsibilities**

1. The YCC case manager and the school social worker shall continue to provide services to the student and family until it is agreed upon that 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 social worker requesting the record, document or data. These signed release forms shall then be presented to the person or agency maintaining the requested records, or to whom 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 social worker 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 social worker 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 social worker, 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 social worker.
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. Clay County Sheriff's Office**

1. Clay County Sheriff's Officers will provide law enforcement related counseling 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 social workers, 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 Clay County Sheriff 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 Clay County Juvenile Justice Council
  - c) Training and in-Service activities related to truancy intervention

**E. Green Cove Springs Police Department**

1. Green Cove Springs Police Officers will provide law enforcement related counseling to habitual truants with whom they come in contact in the line of duty.
2. When necessary, Green Cove Springs Police Officers will be available to accompany school social workers, 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 Green Cove Springs Police 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 Green Cove Springs Police Chief 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 Clay County Juvenile Justice Council
  - c) Training and in-Service activities related to truancy intervention

**F. Orange Park Police Department**

1. Orange Park Police Officers will provide law enforcement related counseling to habitual truants with whom they come in contact in the line of duty.
2. When necessary, Orange Park Police Officers will be available to accompany school social workers, YCC representatives, and/or DJJ case managers on home visits for habitual truants for the purpose of ensuring peace in the home and providing law enforcement related counseling.
3. When an Orange Park Police 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 Orange Park Police Chief 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 Clay County Juvenile Justice Council
  - c) Training and in-Service activities related to truancy intervention

**G. 4<sup>TH</sup> 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) Truancy/Drop-out Prevention Sub-committee of the Clay County Juvenile Justice Council
  - c) Training and in-Service activities related to truancy intervention
  - d) Truancy Court

**H. 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 Clay County Juvenile Justice Council
  - c) Training and in-service activities related to truancy intervention.

The participating agencies further agree as follows:

- \* All parties shall comply with the provisions of 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 **September 18, 2008** and ending on **June 30, 2011**. 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 Clay 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.

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.

\_\_\_\_\_  
Carol Studdard  
Superintendent , School District of Clay County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Edgar Mathis, District Administrator  
Department of Juvenile Justice

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tom Patania, President  
Youth Crisis Center

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rick Beseler, Sheriff  
Clay County Sheriff's Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Musco, Chief  
Green Cove Springs Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Boivin, Chief  
Orange Park Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan Skinner  
State Attorney's Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nancy Dreicer, District Administrator  
Department of Children & Families

\_\_\_\_\_  
Date