

INTERAGENCY AGREEMENT REGARDING TRUANT CHILDREN

THIS INTERAGENCY AGREEMENT is made and entered into and between:

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

(Hereinafter referred to as “SBCC”)

A body corporate and political subdivision of the State of Florida, whose principal place of business is Green Cove Springs, Florida

and

FLORIDA DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT 4

(Hereinafter referred to as “DJJ”)

Whose principal place of business is Green Cove Springs, Florida

and

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, CIRCUIT 4

(Hereinafter referred to as “DCF”)

whose principal place of business is Jacksonville, Florida

PURPOSE

Section 1003.27(4) Florida Statutes, requires that DJJ, DCF and SBCC enter into a cooperative Interagency Agreement that clearly defines each department’s role, responsibility, and function in working with habitual truants and their families.

The parties recognize that a collaborative effort is necessary to share information regarding truant children, and to fulfill the objectives of Title 34 CFR Sections 99.31(a)(5)(i)(B) and 99.38(a) and (b); Chapter 984, Florida Statutes, and Sections 39.0016, 984.151 and 1003.27(4), Florida Statutes.

The parties have developed this Interagency Agreement to encourage cooperation and collaboration among the agencies when providing services to truant youth in Clay County, Florida. This Interagency Agreement does not impose additional mandates or burdens, financial or otherwise, but is consistent with the signatories’ existing statutory and administrative responsibilities.

The parties hereby agree as follows:

SECTION 1.

PREFACE

(A) Term of Agreement. Unless terminated earlier pursuant to Section 5(G) of this Agreement, the term of this Agreement shall commence upon the execution of the parties and continue until such time as this agreement is canceled or replaced by a new agreement between the parties.

(B) Enabling Legislation. All parties mutually agree to comply with all applicable federal and state laws and administrative rules including:

1. Section 1002.22(2), Florida Statutes - Education records and reports of K-12 students; rights of parents and students; notification; penalty;
2. Section 1002.221, Florida Statutes - K-12 Education Records, public records exemption;
3. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g;
4. Title 34 CFR Part 99 – Family Educational Rights and Privacy Act Regulations;
5. Section 39.0016 Florida Statutes - Education of abused, neglected, and abandoned children; agency agreements; children having or suspected of having a disability;
6. Section 984.151 Florida Statutes - Truancy Petition, prosecution, disposition;
7. Section 984.03(9) and (25), Florida Statutes – Child in need of services, Families in need of services;
8. Section 984.06(4), Florida Statutes – Oaths, records, and confidential information;
9. Section 984.12, Florida Statutes – Case staffing; services and treatment to a family in need of services;
10. Section 984.15, Florida Statutes – Petition for a child in need of services; and
11. Section 1003.27(4), Florida Statutes – Court Procedure and Penalties.

(C) CINS/FINS (Children In Need of Services / Families In Need of Services). DJJ has contracted with The Florida Network of Youth and Family Services, Inc., which currently includes the local provider(s): Youth Crisis Center, Inc., a full service provider, and Thaise Educational & Exposure Tours, a non-residential only provider, (collectively referred to herein as “DJJ through its CINS/FINS Providers”), each of which provide contracted services for DJJ for eligible children identified as truant, ungovernable, or runaway. DJJ hereby designates the CINS/FINS Provider(s) as its authorized representative(s) to have access to information that may be provided to DJJ under this Interagency Agreement.

SECTION 2.

COLLABORATIVE AGREEMENT

(A) School Board of Clay County

1. **Role of the Agency:** SBCC will identify students with attendance concerns, including students who have 15 or more unexcused absences (habitual truanancies) within a 90-day period and refer students and families to CINS/FINS providers if the truancy is not remediated by school interventions.

2. Responsibilities of the Agency:

- a) Ensure that all attendance interventions per District policy and s.1003.26, Florida Statutes, have been exhausted, to include Child Study Team meetings.
- b) Train and collaborate with school staff on identifying truancy and how to refer students/families to CINS/FINS providers.
- c) Identify students who meet the criteria under this agreement and s.984.03(25), Florida Statutes.
- d) Provide legal guardian notification.
- e) Request a release of information from legal guardian.
- f) Complete referral to a designated CINS/FINS provider.
- g) Ensure communication with CINS/FINS providers throughout the referral process and provision of services.
- h) Ensure a SBCC representative attends all case staffing committee meetings.

3. Referral Process:

- a) After exhausting attendance related interventions, a referral must be made to a designated CINS/FINS provider.
- b) School Social Workers shall provide an overview of CINS/FINS services to students and legal guardians.
- c) A signed consent for services shall be requested from the Legal Guardian if available.
- d) The referral must include the following information:
 - 1. Summary of interventions
 - 2. Attendance history
 - 3. Discipline history
 - 4. Current grades
 - 5. Any identified disability of student
 - 6. Names, contact information and physical address of the student and family
- e) The School Social Worker may refer to any CINS/FINS provider contracted to offer services in the county.
- f) If the legal guardian declines services through the CINS/FINS program, School Social Workers will continue to support and provide interventions to the student and family including referrals to community resources as needed to promote the importance of school attendance; and, the SBCC may refer the matter to the Office of the State Attorney for parental prosecution if the truancy is not remediated.

- g) This section does not prohibit a referral for early intervention to the designated CINS/FINS provider if school staff determine the family or child will benefit from services or additional community support.

4. **SBCC Disclosure of Education Records**

- a) Upon request, SBCC staff will provide DCF and DJJ, through its CINS/FINS Providers, with the education records, as appropriate, in this section.
- b) SBCC will provide DJJ, through its CINS/FINS Providers, and DCF if involved, with the following education records, via email or hard copy:
 - 1) Student first and last name
 - 2) Parents or legal guardians first and last names
 - 3) Demographics including contact information
 - 4) Attendance records
 - 5) Academic History
 - 6) Discipline History
 - 7) Current Schedule
 - 8) Current Grades
 - 9) Graduation Status
- c) In accord with FERPA, and 1002.221(2)(c), Florida Statutes, SBCC will release student education records to parties to this interagency agreement.
- d) The requirements of this section shall supersede any conflicting uses and disclosures of education records or the like as listed in agency or provider privacy policies, if any.

(B) Department of Juvenile Justice

- 1. **Agency Role:** DJJ provides non-judicial services through its CINS/FINS providers and institutes judicial proceedings as needed for eligible students pursuant to the authority of Chapter 984, Florida Statutes.
- 2. **Agency Responsibilities:**
 - a) **Referrals.** DJJ through its CINS/FINS Providers will review referrals from SBCC and its designated School Social Workers and determine student eligibility for services. In the event the family is either uncooperative or inaccessible, DJJ through its CINS/FINS Providers shall follow-up with the referral source prior to closing the referral. If the student referred to the DJJ

CINS/FINS provider is not eligible for services or the referral is insufficient, the referral source will be notified.

- b) **Intake and Non-judicial Services.** DJJ through its CINS/FINS Providers will provide non-judicial services to eligible youth and families including completion of intake, identification of the issues contributing to the student's truancy or other at-risk behavior, provision of voluntary counseling services, case management, and referring the families and youth to applicable local and statewide services. If the student referred is identified to have a disability that impacts the student's ability to attend school or learn, a request may be made to the SBCC requesting the child's school provide assistance through an IEP or 504 plan.
- c) **Service/Treatment Plan.** DJJ through its CINS/FINS Providers shall develop a service/treatment plan for each referred student, that delineates timelines and treatment goals. DJJ through its CINS/FINS Providers shall share individual specific plans upon request of the referral source.
- d) **Case Staffing Committee Meetings.** Pursuant to s. 984.12, Florida Statutes, DJJ through its CINS/FINS Providers will conduct and chair case staffing committee meetings when the child's truant or at-risk behavior persists with no significant improvement after voluntary services have been offered, if the family or child do not agree with the services or treatment offered, or when requested by the case manager for assistance developing an appropriate plan for services. DJJ through its CINS/FINS Providers will convene an "emergency" case staffing committee meeting within 7 working days of receipt of a written request by a parent, guardian, or legal custodian. The purpose of the meeting is to view the child and family holistically, identify child and family needs, match and offer resources available within the broader community, and specifically address barriers to compliance.
- e) **CINS Petitions and Court Process.** DJJ through its CINS/FINS Providers will initiate judicial proceedings when appropriate by drafting petitions and the attendant legal paperwork, provide written judicial review summaries, and attend court hearings for CINS cases. DJJ's Office of the General Counsel will file CINS petitions when appropriate and represent DJJ in all CINS legal proceedings. DJJ's CINS/FINS Provider will continue to provide case management and compliance oversight, referrals for services, and arrange for shelter placement as needed until the case is closed.
- f) **Notification of Change of Service Providers.** DJJ will notify SBCC in writing if there is any change of its designated CINS/FINS providers within the area served by the SBCC.
- g) **Notification of Declined CINS Petition.** If a case is not deemed appropriate for a CINS petition, the referral source will be notified by the CINS/FINS provider so SBCC or the school may consider alternative options if appropriate, including but not limited to, referring the case to the Office of the State Attorney for parental prosecution.

(C) Department of Children and Families.

1, Agency Role: DCF investigates allegations of child abuse, neglect or abandonment by a parent, caregiver, or institution. DCF provides shelter care and foster care services pursuant to Chapters 39 and 409, Florida Statutes.

2. Agency Responsibilities:

a) If a child placed in shelter care or foster care exhibits a pattern of truancy, DCF, or its contracted lead agency or the lead agency's subcontracted provider, will participate in intervention strategies to address the child's truancy, either in conjunction with the child's school, or through services provision and education support outside the school.

b) DCF, or its contracted lead agency or the lead agency's subcontracted provider, will attend any scheduled Child Study Team meeting for a DCF involved child as requested by the child's school.

SECTION 3.

CONFIDENTIALITY OF RECORDS

(A) Education records.

Notwithstanding any provision to the contrary within this Agreement, DJJ through its CINS/FINS Providers, and DCF shall:

1. Fully comply with the requirements of Section 984.06, Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; FERPA and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
2. Hold any education records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
3. Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees who require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBCC upon request;
4. Safeguard each education record through administrative, physical, and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
5. Utilize the education records solely for the purposes of providing services as contemplated under this Agreement;
6. Notify SBCC immediately upon discovery of a breach of confidentiality of education records by telephone at (904) 336-6542 (Director of Information Services and Network Security), and email rich.perkins@myoneclay.net; and take all necessary notification steps as may be required by federal and Florida Law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7. Fully cooperate with appropriate SBCC staff, including Privacy Officer or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
8. Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law;
9. Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and Florida law;
10. Provide SBCC with the name and contact information of its employee who shall serve as SBCC's primary security contact and shall be available to assist SBCC in resolving obligations associated with a security breach of confidentiality of education records; and
11. Purge education records from any media once the media is no longer in use or is to be disposed.

The parties further acknowledge, all education records shall remain the property of SBCC, and any party receiving records from SBCC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBCC's request, return to SBCC or dispose of the education records in compliance with the applicable Florida Retention Schedules.

- (B) **Inspection of DJJ and DCF's Records.** DJJ and DCF shall establish and maintain as confidential all records and documents (including electronic storage media) related to this Agreement. Per sections 984.06, 39.0132, and 39.202, Florida Statutes, DJJ and DCF records shall be maintained as confidential in compliance with the statutes, and no inspection of records may be granted to any entity without court order unless otherwise permitted by law.

SECTION 4.

NOTICE

Notice. When any parties desire to give notice 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 SBCC: Superintendent of Schools
 The School Board of Clay County, Florida
 900 Walnut Street
 Green Cove Springs, Florida 32043

With copy to:

To DJJ:

Regional Director for Circuit 4
Florida Department of Juvenile Justice
1417-2 South Orange Ave.
Green Cove Springs, Florida 32043

To DCF:

Circuit 4 Community Development Administrator
State of Florida Department of Children and Families
5920 Arlington Expressway, Room 361
Jacksonville, Florida 32211

SECTION 5.

GENERAL CONDITIONS

(A) Background Screening. DCF and DJJ agree to comply with background screening per Ch. 435, Florida Statutes.

(B) Public 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 compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records. Each party acknowledges that cases brought under Ch. 39 and Ch.984, Florida Statutes are confidential and exempt under Ch. 119, Florida Statutes and agree to maintain confidentiality of any documents they receive pertaining to a proceeding under Ch. 39 or Ch. 984, Florida Statutes.

(C) Indemnification. Each party agrees to be fully responsible for its employee's acts of negligence and agrees to be liable for any damages resulting from said negligence. This shall survive the termination of all performance or obligations under this Agreement.

(D) Insurance Requirements. Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each party is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

(E) No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute limitations.

(F) 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.

(G) Termination. This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

(H) 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.

(I) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document and executed by each party hereto.

(J) Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBCC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

(K) Agreement Administration. SBCC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

(L) Counterparts and Multiple Originals. The Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

(M) 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 here to have made and executed this Agreement.

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FOR SBCC

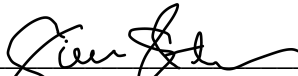
THE SCHOOL BOARD OF
CLAY COUNTY, FLORIDA

By: Ashley Gilhousen
Print Name: Ashley Gilhousen
Title: Board Chair
Date: 9/5/2024

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FOR DJJ

FLORIDA DEPARTMENT OF
JUVENILE JUSTICE
CIRCUIT 4

By:  _____

Print Name: Gwen Steverson

Title: Regional Director

Date: 09/06/2024

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FOR DCF

FLORIDA DEPARTMENT OF
CHILDREN AND FAMILIES

By: K. Williams

Print Name: Kathryn Williams

Title: Assistant Secretary, Office of Child & Family Well-Being

Date: 8-30-2024