

**INTERAGENCY AGREEMENT BETWEEN
TEEN COURT OF CLAY COUNTY, INC.
AND
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

This agreement is made and is effective as of the 18th day of November, 2008 by and between the School Board of Clay County, Florida (SBCC) and Teen Court of Clay County, Inc. (TCCC).

WITNESSETH:

WHEREAS, TCCC and SBCC will work in a cooperative partnership to address the needs of at-risk truant students in the Clay County Public Schools; and

WHEREAS, TCCC and SBCC are committed to providing programs for at risk students who are truant and high risk for dropping out of school; and

WHEREAS, TCCC and SBCC desire a maximum degree of long range cooperation and administrative planning in order to provide a positive intervention program for students in the community; and

WHEREAS, TCCC and SBCC are committed to improving services to these children through sharing information, eliminating duplication of services, and coordinating efforts; and

WHEREAS, TCCC and SBCC mutually agree that sharing resources, where feasible, may result in improved coordination; and

WHEREAS, it is the understanding of TCCC and SBCC that certain roles in serving children and youth are required by law, and that these laws shall serve as the foundation for defining the role and responsibility of each participating agency; and

WHEREAS, TCCC and SBCC mutually agree that all obligations stated or implied in this agreement shall be interpreted in light of, and consistent with, governing State of Florida and federal laws;

NOW, THEREFORE, in consideration of the following agreements, the parties do hereby covenant and agree to the following:

EACH OF THE PARTIES AGREES TO:

1. Participate in interagency planning meetings, as appropriate.
2. Jointly plan; and/or provide information and access to training opportunities, when feasible.
3. Develop internal policies and cooperative procedures, as needed, to implement this element to the maximum extent possible.
4. Comply with S. 1002.22, 943.0525, 943.054, F.S.; 45, CFR part 205.50 and 42, CFR, Chapter 1, and other applicable rules and procedures which relate to records use, security, dissemination, and retention/destruction. Maintain confidentiality of information that is not otherwise exempt from S.119.071, F.S., as provided by law.

SBCC AGREES TO:

1. Share information with TCCC regarding student achievement, behavioral and attendance history on only children involved with Truancy Teen Court for the purpose of assessment, evaluation and educational planning.
2. Follow established referral procedures and criteria. Refer appropriate students to the Truancy Teen Court Program.

TCCC AGREES TO:

1. Ensure that information disseminated carries an appropriate warning, regarding the liability, confidentiality and control of further dissemination.
2. Share information on TCCC participants with SBCC.
4. To comply with the requirements of the Jessica Lunsford Act and sections 1012.465, 1012.467 and 1012.468 Florida Statutes by requiring that all TCCC personnel who come in contact with students are fingerprinted and have passed a Level II background check at no cost to the SBCC.
5. Indemnity and hold harmless SBCC for any claims resulting from negligent acts of TCCC agents or employees.

This agreement shall be in effect November 18, 2008 through June 30, 2009. Either party may terminate this agreement, without cause, by providing thirty (30) days written notice.

MODIFICATION OF AGREEMENT:

Modification of this agreement shall be made only by the consent of the parties. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by all parties.

**TEEN COURT OF CLAY COUNTY,
FLORIDA**

**SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

James B. Jett, Clerk of the Courts
Green Cove Springs, Florida

Chairman of School Board of Clay County,
Florida

DATE: _____

DATE: _____

Student Name _____

School _____

Truancy Case # _____

Teen Court Case # _____

TEEN COURT OF CLAY COUNTY, FLORIDA, INC JURORS' TRUANCY SENTENCING FORM

You are advised that you will retire to the Jury Room. Under the direction of the Jury Foreperson you will proceed with determining the recommendation you will make to the Court regarding this offense. You are instructed that the recommendation must be unanimous. When you have completed the deliberations and are ready to return to the Courtroom, inform the bailiff. Please wait for the bailiff to escort you back into the Courtroom.

As jurors, you decide the amount of punishment the Defendant will receive. The first 4 punishments listed below are mandatory. However, it is your decision to assess an amount between the minimum and maximum requirements for each of the required sanctions. The remainder of the sentencing is at your discretion. Please keep in mind the testimony of the defendant and render a fair and just punishment.

The punishment must fit the crime.

**WE THE TEEN JURY RECOMMEND THAT THE DEFENDANT, _____
RECEIVE THE FOLLOWING CONSTRUCTIVE SENTENCE:**

(THESE SANCTIONS ARE REQUIRED)

_____ (Minimum 1 – Maximum 3 hours) **Nightly Study Time hours/days**

_____ (Minimum 3 – Maximum 6 days per week)

The Defendant must study a minimum of one (1) hour each night for a minimum of three (3) nights each week.

_____ (Minimum 3 – Maximum 6 times) **Jury Duty**

The Defendant must serve Jury Duty at least three times. It is your decision as to how many times you feel the Defendant should actually serve.

_____ (Minimum 3 – Maximum 6 times) **Peer Circle Sessions**

The Defendant must attend at least three (3) Peer Circle Sessions. It is your decision as to how many times you feel the Defendant should actually serve.

_____ Mandatory School Attendance/Attendance Form (must be completed bi-weekly)

THE REMAINDER OF THE SANCTIONS ARE OPTIONAL

FOR THE JURY TO USE AT ITS DISCRETION.

_____ **Curfew Time** _____ **Length of Curfew**

The Defendant is restricted to the home after a designated time except if at work, community work service, jury duty, or in the physical company of a parent. Curfew should be monitored by a parent. (Example: Curfew Time 6:00 p.m., 7:00 p.m. or 8:00 p.m. - Length of Curfew 1, 2, 3 or 4 weeks or until completion of sentence.)

_____ **Apology Letters** Parent X School _____ Teacher(s) _____

Defendant to provide a self-written apology letter to the school / teacher(s). The apology letter, along with a stamped envelope, will be turned in to the Teen Court Coordinator, who will in turn, mail the letter to the school / teacher(s).

_____ **No Association with Co-Defendants (if appropriate)**

Defendant to avoid contact with the co-defendant. (Length of time could be used as described in curfew time.) Report from school / teacher(s) or parents indicating violations may result in non-completion of sentence and referral back to school administration.

_____ **Consequences of Crime workshop (if appropriate)**

This course is to educate juvenile offenders of penalties associated with delinquent acts and of his/her obligation to be a law abiding citizen. It will educate the youthful offender on the consequences of crime, and make each aware that they will be held accountable for their delinquent behavior. Participants will be expected to complete the one (1) evening course. The course is approximately two (2) hours long and may consist of lectures, video presentations, and an open discussion

_____ **Community Service** (Minimum 10 – Maximum 25 hours) you may
Require the defendant to complete community service hours.

_____ **Special Conditions** (i.e., Essays (length of essay),
See attached page for suggestions)

_____ **Jury Foreperson** (please sign above)

SPECIAL CONDITIONS

HERE ARE SOME SUGGESTIONS TO HELP YOU MAKE THE PUNISHMENT FIT THE CRIME.

JUVENILE CRIME PREVENTION CLASS – This is a two-hour class aimed at increasing participant’s awareness of how crime affects them, their peers, their family, and their community.

ESSAYS – You may require the defendant to write an essay. You, the jury, will determine the topic of the essay and the number of words or pages the defendant must write. You may require the defendant to write more than one (1) essay as long as the topic applies to the importance of regular school attendance. (See below for a list of suggested topics.)

ACTS OF KINDNESS – You may require the defendant to perform acts of kindness. This may be assessed in hours just like community service. Examples of Acts of Kindness can be washing a car, mowing the lawn, getting the mail, walking a dog,

DAILY/WEEKLY JOURNAL – You may require the defendant to keep a daily or weekly journal. This is a great tool for behavior and anger management issues.

CHARACTER INVENTORY – These are essays on behavior, positive character traits, and attitudes. It must be at least 1 page each. One (1) character inventory essay is due to the Teen Court Coordinator each week.

TEEN COURT ESSAY SUGGESTIONS

(These Topics may also be used to write character inventories.)

- Three Page Autobiography
- “Why I Should Choose My Friends More Carefully”
- “What I Learned from My Experience in Teen Truancy Court”
- “What I’d Like My Life to Be Like in Ten Years – Three things I Need to Do to Get There”
- “How Peer Pressure Has Affected My Life”
- “Three Goals I Have Chosen for Myself”
- “Three Things I Like Most About Myself – Three Things I Need to Work On”
- “The Effects of Alcohol/Drugs On My Body”
- “How My Actions Have Affected Other People in My Life”
- “What Qualities I Look for in a Friend and Why”
- “How I Will Deal with My Children if They Do What I Did”
- “What I Need to Do to Make My Family, My Friends, and My Community Trust Me Again”
- “The Character Trait I Admire Most in People and How I Intend to Show that Trait”

TEEN TRUANCY COURT of CLAY COUNTY, FLORIDA, INC.
CONTRACT/AGREEMENT

Name _____ Case No. _____

I understand the diversion agreement and know how the diversion process works. I am willing to enter into this diversion agreement as a settlement (disposition) in this case. It is, hereby, agreed that I am diverted from Clay County Teen Truancy Court pending completion of the following contract conditions:

1. After School Study: I will perform _____ hours of study Mon. through Thurs. or _____
2. I will attend _____ Jury Duties & _____ Peer Circles Sessions.
3. I will write a letter of apology to my Parents _____ School _____ Teacher(s) _____
5. Essay _____ Topic _____
6. Report Card and Interim: I will turn in my report card and interim to the Teen Court office. Ten (10) hours of community service will be required of me if my report card or interim is not received within two weeks from the date it was issued.
7. Other Recommendations:
_____ Teen Evaluation form
_____ Attendance Form
_____ Community Service: I will perform _____ hours of work in the community.
_____ Curfew Time _____ Length _____

It is understood and agreed that these conditions will be successfully completed no later than _____, at which time the contract will be reviewed by Teen Court Staff. If the above conditions have been successfully met, the School Board of Clay County will be notified and the Juvenile will be released from Teen Truancy Court. The Juvenile will notify Teen Court Staff when all conditions of the contract have been completed by returning any and all other proofs of completion. This may be done in person or by mail to: Deborah R. Mueller, President, P.O. Box 698, Green Cove Springs, and FL 32043.

If the above conditions have **NOT** been successfully met by the completion date, the School Board of Clay County will be notified and other legal action may resume.

It is agreed and understood that if any delinquent or criminal charges are incurred subsequent to the signing of this contract involving the above named Juvenile, this contract may be terminated and the School Board of Clay County will be notified that the conditions of the contract were not met.

It is also understood that if the Juvenile engages in any other serious misconduct at school, home or in the community, this Agreement is void.

It is further agreed that all claims for accident or injury or compensation of any nature growing out of the contract conditions are, hereby, waived.

Parent/Guardian

Parent/Guardian

Juvenile

Date

The above statement was read by, signed by, and given to the juvenile on the date indicated above.

Debbie Mueller, President
Judy Thomas, Secretary

Phone 278-3602 or 529-3602