

INTERAGENCY AGREEMENT

This agreement made and effective on the date signed by all parties, by and between the Department of Juvenile Justice Circuit 4; the School Board of Clay County, Florida; the Clay County Sheriff; the Orange Park Chief of Police; the Green Cove Springs Chief of Police; and the State Attorney of the 4th Judicial Circuit.

WITNESSETH:

WHEREAS, all parties are committed to providing appropriate programs and services to prevent children from becoming at risk and to intervene with children already involved in the juvenile justice system; and

WHEREAS, the parties to this agreement desire a maximum degree of long range cooperation and administrative planning in order to provide for the safety and security of the community and its children; and

WHEREAS, all parties are committed to improving services to children in the juvenile justice system through sharing information, eliminating duplication of services and coordinating efforts; and

WHEREAS, all parties mutually agree that sharing resources, where feasible, and in particular, training efforts, may result in improved coordination; and

WHEREAS, it is the understanding by all parties 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, all parties mutually agree that all obligations stated or implied in this agreement shall be interpreted in light of, and consistent with, governing state and federal laws;

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

EACH OF THE PARTIES AGREES TO:

1. Promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal of reducing juvenile crime.
2. Participate in interagency planning meeting, as appropriate.
3. Participate in a consolidated case management system, re-entry into school of children returning from detention or commitment program, and other information-sharing activities to assess and develop plans for at-risk youth and those involved in the juvenile justice system.
4. (If applicable) Participate in the planning and implementation of a juvenile assessment, receiving and truancy center to the extent feasible for each party.
5. Jointly plan, and/or provide information and access to, training opportunities, when feasible.

6. Develop internal policies and cooperative procedures, as needed, to implement this agreement to the maximum extent possible.
7. Comply with S. 1002.22, 943.0525, 943.054, 119.041, 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. 119.07(1), F.S., as provided by law.

DEPARTMENT OF JUVENILE JUSTICE, CIRCUIT IV AGREES TO:

1. Notify the Sheriff, Police Chiefs and Schools Superintendent, or designee, immediately upon learning of the move or other relocation of a juvenile offender into, out of, or within Clay County who has been adjudicated or had adjudication withheld for a violent misdemeanor or violent felony. (S. 985.08 (2)(b),F.S.).
2. Share dispositional, placement and case management information with law enforcement and school district personnel for purposes of assessment, placement and enhanced supervision of juveniles referred to the Department of Juvenile Justice. (S. 985.06, F.S.).
3. Provide notice to the School Superintendent, or his designee, immediately upon the initiation of planning efforts with private nonprofit entities or governmental entities, including the Department of Juvenile Justice, which could result in the location, relocation or expansion of youth services programs and which may impact the school district.
4. Develop, in cooperation with School Board of Clay County and law enforcement, and local service providers, a written interagency plan to determine the procedure to take when a child is identified as being truant from school.
5. Provide technical assistance and resource personnel as provided through contracts and other agreements.

CLAY COUNTY CIRCUIT COURT, JUVENILE DIVISION AND/OR CLAY COUNTY CLERK OF THE COURT AGREES TO:

1. Notify the School Superintendent, or designee, of the name and address of any student (through age 21) found to have committed a delinquent act which, *if committed by an adult would be a felony* or who has been adjudicated guilty of or who has had adjudication withheld for any felony charge. Notification shall be within 48 hours and shall include the specific delinquent act found to have been committed or for which adjudication was withheld, or the specific felony for which the student was found guilty. [F.S. 1006.08(2)]
2. Identify sanctions for youth who are in contempt of court due to violation of a court order on school attendance. (S. 985.216 (3), F.S.).
3. Upon request by school district personnel, share dispositional information with the Superintendent or his designee regarding juveniles who are students within the Clay County educational system for purposes of assessment, placement or security of persons and property.
4. Serve as an active participant on the Clay County Juvenile Justice Council. (S. 985.414, F.S.).

SCHOOL BOARD OF CLAY COUNTY, FLORIDA AGREES TO:

1. Notify, within 24 hours, the child's school principal, *or designee*, of juveniles arrested for crimes of violence or violation of law which would be a felony if committed by an adult, upon receipt of such information from the Sheriff's Department and/or Police Department. The principal or designee, within 24 hours of such notice, shall provide such information to student services personnel, school resource officers, the student assistance coordinator if applicable, and the student's immediate teachers. (S. 985.04 (7), F.S.; S. 985.207 (1)(b), F.S.; Rule 6AER94-3, FAC).
2. Designate the contact person to be responsible for receiving juvenile arrest information and inform all parties as to the School Superintendent's designee.
3. Request juvenile criminal history information only for the purposes of assessment, placement or security of persons and property. (S. 985.04, F.S.).
4. Identify those persons designated by the School Superintendent as authorized to receive confidential criminal history information and inform law enforcement representatives of the names of those individuals. (S. 985.04, F.S.).
5. Ensure that information obtained through the criminal history database and disseminated only to appropriate school personnel, carries an appropriate warning, regarding the reliability, confidentiality and control of further dissemination. Appropriate internal written policies will be adopted. Agencies must comply with Section 943.0525 F.S.
6. Share information on student achievement, behavioral and attendance history on juvenile offenders or juveniles at risk of becoming offenders for the purpose of assessment and treatment with parties to this agreement, as appropriate. (S. 985.305(3), F.S.; S. 985.08 (1) (b), F.S.).
7. Assign staff and provide youth services educational programs, if possible, where jointly determined by the Schools Superintendent, or designee, and the Department of Juvenile Justice, District 4.
8. Provide educational services to incarcerated students in the Clay County Jail as required by law.
9. Assign appropriate staff to coordinate educational services in the Clay County Jail.
10. Develop, in cooperation with Department of Juvenile Justice, District 4, law enforcement and appropriate local service providers, a written interagency plan to determine procedure that should be taken when a child is identified as being truant from schools.
11. Notify the law enforcement agency having jurisdiction when an adult or a student commits any of the following offenses on school property, on school sponsored transportation, or at school sponsored activities: Homicide; Sexual Battery; Armed Robbery; Aggravated Battery; Battery on a teacher or other school personnel; Kidnapping or abduction; Arson; Possession, use, or sale of any firearm; or Possession, use, or sale of any explosive device; as specified in State Board Rule. Additionally, if the offense involves a victim, school officials shall notify the victim's parents or legal guardian if the victim is a minor, of the offense and of the victim's right to press charges against the offender. School personnel shall cooperate in any investigation or other proceedings leading to the victim's exercise of rights as provided by law. (Rule 6AER94-3,FAC).

12. Notify the law enforcement agency having jurisdiction when an adult or a student commits an offense, though not listed above, the nature of which is such as to compromise school or community safety. These offenses include, but are not limited to sale, use or possession of a controlled substance, and grand theft.
13. Serve as an active participant on the Clay County Juvenile Justice Council. (S. 985.414, F.S.).

CLAY COUNTY SHERIFF AGREES TO:

1. Immediately, (the first working day after the arrest), provide notification to the School Superintendent, or his designee, of juveniles (through age 21) within the Clay County educational jurisdiction *who are taken into custody* for crimes of violence or violations of law which would be a felony if committed by an adult. (S. 985.04 (7), F.S.).
2. Provide Florida summary criminal history information to the School Superintendent or his designee(s), upon request, regarding juveniles (through age 21) who are students enrolled in or about to be enrolled in the Clay County educational system when necessary for assessment, placement or security of persons or property. Will establish, and forward to school districts, procedures for receiving and processing such requests. (S. 985.06, F.S.).
 - a) Procedure for school to receive and process juvenile background checks: The Clay County Sheriff's Office will provide the School Board criminal background checks on juveniles. The School Board will designate the personnel to receive this information in conjunction with the confidentiality laws. The background of the juvenile with a record or without a record will then be faxed to a secured fax number.
3. Ensure that information disseminated carries an appropriate warning, regarding the reliability, confidentiality and control of further dissemination. (F.D.L.E. CJIS/User Agreement).
4. Provide technical assistance, educational support services and resource officers as provided through contracts and other agreements.
5. Provide notification when law enforcement has a student in jail that is enrolled in an educational program and has not completed the twelfth grade or the equivalent. ESE students are to have access to educational services through age 21 or upon completion of GED or diploma whichever is attained first.
6. Provide educational space for classroom use.
7. Provide a liaison to work with the Clay County School System personnel.
8. Provide supervision of the incarcerated student(s) for the duration of the educational services upon request.
9. Develop, in cooperation with Department of Juvenile Justice, District 4; Clay County Schools; local service providers; and other law enforcement agencies, a written interagency plan to determine procedure that should be taken when a child is identified as being truant from school.
10. Law enforcement and school personnel will share information regarding S. 874. F.S., reference criminal gang members and activities.

11. Notify the Schools Superintendent within 48 hours of the name and address of any employee of the school district who is charged with a felony or with a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance. Notification to the Superintendent shall include the specific charge for which the employee was arrested. [F.S. 1012.797(1)]
12. Serve as an active participant on the Clay County Juvenile Justice Council. (S. 985.414, F.S.).

ORANGE PARK POLICE CHIEF AGREES TO:

1. Immediately provide notification to the School Superintendent, or his designee, of juveniles (through age 21) within the Clay County educational jurisdiction *taken into custody* for crimes of violence or violations of law which would be a felony if committed by an adult. (S. 985.04 (7), F.S.).
2. Provide Florida summary criminal history information to the School Superintendent or his designee(s), upon request, regarding juveniles (through age 21) who are students enrolled in or about to be enrolled in the Clay County educational system when necessary for assessment, placement or security of persons or property. Will establish, and forward to school districts, procedures for receiving and processing such requests. (S. 985.06, F.S.).
3. Ensure that information disseminated carries an appropriate warning, regarding the reliability, confidentiality and control of further dissemination. (F.D.L.E. CJIS/User Agreement).
4. Provide technical assistance, educational support services and resource officers as provided through contracts and other agreements.
5. Develop, in cooperation with Department of Juvenile Justice, District 4; School Board of Clay County; local service providers; and other law enforcement agencies, a written interagency plan to determine procedure that should be taken when a child is identified as being truant from school.
6. Law enforcement and school personnel will share information regarding S. 874. F.S., reference criminal gang members and activities.
7. Notify the School Superintendent within 48 hours of the name and address of any employee of the school district who is charged with a felony or with a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance. Notification to the Superintendent shall include the specific charge for which the employee was arrested. [F.S. 1012.797(1)]
8. Serve as an active participant on the Clay County Juvenile Justice Council. (S. 985.414, F.S.).

GREEN COVE SPRINGS POLICE CHIEF AGREES TO:

1. Immediately provide notification to the School Superintendent, or his designee, of juveniles (through age 21) within the Clay County educational jurisdiction *taken into custody* for crimes of violence or violations of law which would be a felony if committed by an adult. (S. 985.04 (7), F.S.).
2. Provide Florida summary criminal history information to the School Superintendent or his designee(s), upon request, regarding juveniles (through age 21) who are students enrolled in or about to be enrolled in the Clay County educational system when necessary for assessment,

placement or security of persons or property. Will establish, and forward to school districts, procedures for receiving and processing such requests. (S. 985.06, F.S.).

3. Ensure that information disseminated carries an appropriate warning, regarding the reliability, confidentiality and control of further dissemination. (F.D.L.E. CJIS/User Agreement).
4. Provide technical assistance, educational support services and resource officers as provided through contracts and other agreements.
5. Develop, in cooperation with Department of Juvenile Justice, District 4; School Board of Clay County; local service providers; and other law enforcement agencies, a written interagency plan to determine procedure that should be taken when a child is identified as being truant from school.
6. Law enforcement and school personnel will share information regarding S. 874. F.S., reference criminal gang members and activities.
7. Notify the School Superintendent within 48 hours of the name and address of any employee of the school district who is charged with a felony or with a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance. Notification to the Superintendent shall include the specific charge for which the employee was arrested. [F.S. 1012.797(1)]
8. Serve as an active participant on the Clay County Juvenile Justice Council. (S. 985.414, F.S.).

STATE ATTORNEY OF THE 4TH. JUDICIAL CIRCUIT AGREES TO:

1. Notify the School Superintendent when a child's charges have been dropped, *petition filed or diverted*.
2. Serve as an active participant on the Clay County Juvenile Justice Council. (S. 985.414, F.S.).

TERMS OF AGREEMENT:

This agreement shall be in effect as of the date the agreement is signed by the majority of the parties and shall continue in effect through June 30, 2011.

AGENCY REPRESENTATIVES:

Each agency will assign a designee to have primary responsibility; for implementing and monitoring the effectiveness of this agreement.

Each agency will assign a person to develop procedures for ongoing meetings and will annually review the agreement and recommend any changes.

INTERAGENCY DISPUTES:

1. Staff from the grieving agency shall provide written communication which identifies the conflict, proposed action, and a summary of factual, legal and policy grounds.
2. A written response, which includes proposed solutions to the conflict, shall be provided by staff from the receiving agency within 45 days of receipt of the notice of conflict.

3. Upon resolution of the conflict, a joint communique so indicating, will be developed and disseminated by a representative from each agency.
4. Should further action be required, a report from both agencies will be submitted to the agency heads for resolution.
5. Upon resolution of the conflict, a joint communique, so indicating will be developed and disseminated by each agency head.

Should the preceding steps not resolve the conflict, the parties may waive formal administrative proceedings and adopt a method of alternative dispute resolution by mutual consent. As a last resort only, Agency Heads may request an administrative hearing as authorized at Section 120.57(1) or (2), F.S.

MODIFICATION OF AGREEMENT:

Modification of this agreement shall be made only by the consent of all 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.

OTHER INTERAGENCY AGREEMENTS:

All parties to this agreement acknowledge that this agreement does not preclude or preempt each of the agencies individually entering into an agreement with one or more parties to this agreement or other parties outside of this agreement. Such agreements shall not nullify the force and effect of this agreement.

SIGNATURES OF PARTIES TO THIS AGREEMENT:

Department of Juvenile Justice, Circuit IV

Date

Clay County Clerk's Office

Date

School Board of Clay County, Florida
Chairman

Date

Clay County Sheriff

Date

Orange Park Police Chief

Date

Green Cove Springs Police Chief

Date

State Attorney's Office

Date