

**INTERAGENCY SERVICE CONTRACT BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, AND
FIRST COAST FAMILY CENTER**

This agreement is made and entered into on July 20, 2006 between the School Board of Clay County (SBCC) and the First Coast Family Center for a specific working agreement between the First Coast Family Center and Wilkinson Junior High, Wilkinson Elementary School, Clay Hill Elementary School and Grove Park Elementary School which are identified as Full Service Schools facilities. Additional Full Service Schools targeted for school linked services may be included as funds and/ or time are available.

WHEREAS, the First Coast Family Center provides child abuse education, intervention and prevention services to the residents of Clay County and,

WHEREAS, the First Coast Family Center and the SBCC provide a full range of educational services to the residents of Clay County, and

WHEREAS, both the First Coast Family Center and the SBCC wish to cooperate in the delivery of services which will result in mutual benefit to the children of Clay County, and

WHEREAS, both the First Coast Family Center and the SBCC hold in the highest regard the recipients of services and the needs of the community.

NOW, THEREFORE, in consideration of these premises and mutual terms of this Agreement the First Coast Family Center and the SBCC hereby agree as follows:

1. Duration: This agreement shall commence on August 1, 2006 and shall be reviewed on an annual basis.
2. Termination: This agreement, or parts of this agreement, may be terminated by either party at any time, upon no less than thirty (30) days written notice to the usual mailing address of either party.
3. The First Coast Family Center agrees:
 - a. To provide assessment, family counseling, case-management and follow-up services at the request of Wilkinson Junior High School, Wilkinson Elementary School, Clay Hill Elementary School and Grove Park Elementary School. To identify at-risk students, especially truant youth and their families, as the resources of First Coast Family Center permit.
 - b. These cases may come from a variety of school service personnel such as the social worker, guidance counselor, teacher, principal and/or assistant principal. First Coast Family Center will abide by the mutually agreed upon written procedures for referrals, and for curriculum related requests. All referrals at Wilkinson Junior High School, Wilkinson Elementary, Clay Hill Elementary and Grove Park Elementary will be signed off by the school social worker in order to coordinate

services. Referrals for other Full Service School sites will require the signature of the appropriate administrator.

- c. To provide direct face-to-face assessment, individual, family, and small group counseling services to students at a rate of \$16 per hour. For every six hours of direct face-to-face services provided, one hour may be billed for case management and administrative services. The maximum amount to be billed will not exceed \$5000. This is a collaborative cost-sharing initiative. The hourly rate represents a share of actual program costs. The minimum level qualifications of the individual(s) providing the services would be a master's degree in social work or mental health, and preferably two or more years of experience working with children.
- d. To provide a log of services rendered, reporting the names of students seen, name of school, Regular or Exceptional Education Program, and time spent in the performance of authorized services. This log, along with a monthly statement of services rendered by the First Coast Family Center shall be submitted to the Dept. of Student Services for payment.
- e. That no services will be denied to anyone on the basis of race, creed, color, national origin, age, or sex.
- f. To inform appropriate school personnel of a referred student's progress when in the student's best interest and, when valid, with written parental permission to share pertinent information.
- g. To interview students or to conduct individual or group counseling on school premises only at the written request of both the school administration and the student's parent or guardian.
- h. After hour and beyond school ground services and programs may be provided by First Coast Family Center with parent request and by following First Coast Family Center Board policies.
- i. To provide prevention of child abuse information and related training at the schools' request within First Coast Family Center budgetary limitations.
- j. To comply with Clay County School Board Policy 4.51 Human Growth and Development. (Attachment 2)
- k. To provide assistance on the Clay County Crisis Intervention Team as needed if training has been completed through Clay County Schools.
- l. First Coast Family Center agrees to protect, defend, indemnify and hold the SBCC, its agents, employees and elected officials, and each of them free and harmless from and against any suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatever kind or nature whether arising during or after completion of the work hereunder and in any

manner directly caused by reason of any act, omission, fault or negligence whether active or passive of First Coast Family Center in connection with performance of this contract. First Coast Family Center aforesaid indemnity and hold harmless obligations, or portions of applications thereof, shall apply to the fullest extent permitted by law but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the SBCC, its elected officials, employees and authorized agents.

- m. To provide a Certificate of Insurance which clearly indicates professional liability insurance coverage in the minimum amount of \$2,000,000.
- h. To comply with the requirements of the Jessica Lunsford Act by requiring that all First Coast Family Center personnel who come in contact with students, or who enter upon any SBCC school campus where students are present, are fingerprinted and have passed a Level II background check at no cost to the SBCC.

4. The SBCC agrees:

- a. To refer students to First Coast Family Center as per the mutually agreed upon written referral procedures.
- b. To provide referral procedures in writing to Wilkinson Junior High School, Wilkinson Elementary School, Clay Hill Elementary School, Grove Park Elementary, other designated schools, and First Coast Family Center. (Ref. Attachment 1)
- c. That no services will be denied or delayed to anyone on the basis of race, creed, color, national origin.
- d. To designate First Coast Family Center as an approved community agency for curriculum assistance in child abuse prevention education and for the provision of service, as specified above, to school youth and their families.
- e. To provide adequate space and referral materials for agreed upon services by First Coast Family Center when on school premises.
- f. To provide payment for the services rendered as per items 3. c. and 3. d. above.

5. Both parties also agree:

- a. To negotiate any differences in good faith, with the welfare of student/youth and their family as the chief concern.
- b. To respect and protect confidentiality of students and families when sharing student information.
- c. To inservice appropriate staff regarding this document and coordinate services with district and local administration.

- d. To revisit this agreement on a regular and informal basis and provide workshops and access on a timely basis to the SBCC and First Coast Family Center should changes and or revisions be necessary.
- e. To develop administrative guidelines to facilitate the smooth implementation of this Interagency Agreement.
- f. To work cooperatively and collaboratively with other agencies interested in serving Wilkinson Junior High School, Wilkinson Elementary School, Clay Hill Elementary School, Grove Park Elementary School, and other designated Full Service target schools.
- g. The participating agencies further agree as follows:
 - 1. 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.
 - 2. 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.

IN 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.

FIRST COAST FAMILY CENTER

**SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

Executive Director

Carol Vallencourt, Chair

Date _____

Date: July 20, 2006

CLAY COUNTY HEALTH DEPARTMENT

CCHD Administrator

Date _____

ATTACHMENT # 1

**SCHOOL BOARD OF CLAY COUNTY
PROCEDURES FOR REQUESTING SERVICES FROM
FIRST COAST FAMILY CENTER**

1. REFERRAL OF INDIVIDUAL STUDENTS AND/OR FAMILIES TO FIRST COAST FAMILY CENTER

1. All school personnel (guidance counselors, teachers, or administrators) will complete the attached First Coast Family Center referral form. (Attachment 3)
2. The referral form must be reviewed and signed by the SBCC social worker before the First Coast Family Center can become involved with the child/family.
3. A copy of the completed referral form, including the SBCC social worker's signature, will be kept on file with the Department of Student Services.
4. The First Coast Family Center social worker will obtain parent's written approval for any services provided to students, whether on or off school premises.
5. The SBCC social worker will be kept informed of the progress of each child/family as appropriate, and collaborative efforts will be emphasized as needed.

ATTACHMENT 2

4.51 HUMAN GROWTH AND DEVELOPMENT

A. Purpose

To articulate clear, instructional objectives throughout Clay District Schools by providing definitive guidelines for Human Growth and Development instruction in a program that will benefit the quality and longevity of the lives of the children of Clay County by promoting the establishment of sound health habits including the prevention of substance abuse and an awareness of the benefits of sexual abstinence and the consequences of early sexual involvement, such as AIDS, other sexually transmissible diseases, and teenage pregnancy.

Any programs that deal with human sexuality, presented by community organizations, School Board employees or through outside field trips shall reinforce the key objectives of this policy.

B. Focus

Focus shall always be on the whole person, including intellectual, physical, emotional, moral/spiritual, and social aspects as those terms are defined in “Foundations for Family Life Education” published by Educational Guidance Institute.

C. Key Objectives

The key objectives of instruction shall be: 1) directive teaching method; 2) abstinence based; 3) family centered; and 4) age appropriate. These concepts are defined more fully as follows:

1. Directive Teaching Method

In instruction involving decision making strategies, the teacher shall direct the student to choices of legal, ethical and moral dimensions that will promote health, abstinence, self control, character, self-esteem and maturity.

2. Abstinence Based

- a. Abstinence shall be the instructional approach to reducing destructive behaviors among students including early sexual involvement, and activities which result in sexually transmitted diseases, AIDS, and teenage pregnancy. Abstinence shall be presented in the classroom as a positive, practical and that promotes self-control, character and self-esteem.
- b. When presented with a dual message, such as “abstinence is best, but contraception works for those who do not choose

abstinence,” teens are confused and/or the abstinence message is undermined by the contraceptive message. As opposed to this message, teachers shall instruct students that sexual activity among teens is not inevitable; nor irreversible. Teachers shall not initiate discussion or instruction of contraceptives. Student questions that deal with definitions of contraceptives may be answered, but must include the documented deficiencies with the definitions. No further contraceptive information shall be given unless and until an individual student’s parent or guardian provides written permission for further depth of instruction for the individual student. If further instruction is requested, the student involved shall be instructed individually by another educator, that is qualified to provide such information to the individual student.

Notwithstanding, the provisions of the above paragraph, with parent permission, teachers may present factual information about contraceptives to be taught in the following high school elective courses: Health II, Family Dynamics and Child Development.

The factual information shall cover deficiencies, failure rates, and negative side effects. Students shall be made aware that sex outside of a monogamous, heterosexual marriage is risky behavior, therefore; abstinence is the expected standard. Instruction shall direct students to risk “elimination” rather than risk “reduction”.

3. Family Centered

- a. The irreplaceable foundation of the family, as the key unit of society; and parent/guardian involvement in the values formation of their children, shall be recognized by the instructor, making the family central to Human Growth and Development instruction.
- b. Instruction shall emphasize the positive value of sexuality within the context of marriage. Using the directive teaching method, the instructor shall include the value of marriage and the family to society, and shall assist the student in an understanding of the role played by marriage and the family in supporting society.
- c. Any instruction on homosexuality shall occur only in conjunction with education about sexually transmitted diseases.

4. Age Appropriate

All instruction, curriculum, and any supplemental resources shall be

appropriate to the grade level and consistent with the values of the community. Curriculum objectives shall be implemented in a sequential program of instruction to meet the needs and developmental characteristics of the majority of students at any given grade level. Guidelines for age appropriateness shall be “Foundations for Family Life Education – Curriculum Objectives.”

D. Teacher Role

1. Instructors of Human Growth and Development shall transmit facts, and provide clear guidance and principles. These principles shall be based on core values (i.e., integrity, self-control, fairness, honesty and respect for authority, themselves, and others). Core values shall be taught as the basis for healthy behavior choices.
2. Teachers shall recognize parents/guardians as the primary sex educators of their children and shall also recognize that parental guidance is essential and irreplaceable. All instructional materials, including teaching manuals, films, tapes, or other supplementary instructional material shall be available for inspection by parents and guardians.
3. Teachers shall recognize that values consistent with those of the Clay County community have been and will be considered as part of the guidelines for determining the subject materials and curriculum regarding the Human Growth And Development instruction. Teachers shall encourage cooperation and communication among parents, community, and schools.
4. Teachers shall present age appropriate information about reproductive physiology and anatomy (in context with legal requirements, such as, the statutory rape laws, directive decision making, interpersonal skills, parenting, and other critical influences in the student’s life) in order to reduce early sexual activity and resulting consequences, such as pregnancy.
5. Instruction shall include age appropriate information about fetal development in order to sensitize students to one of the consequences of sexual activity.

E. Grades K-6

Using the aforementioned guidelines, the focus of instruction in grade K-6, in accordance with age appropriateness, shall be nutrition, substance abuse prevention, safety skills, health, family, character development,

communication skills, relationships, human anatomy and physical development.

F. Grades 7-12

The curriculum adopted by the Clay County School Board for grades 7-12 is Teen Aid. It shall be taught in accordance with Teen Aid recommendations unless determined otherwise by the Board, following a public hearing on the matter.

G. Bannerman

Students enrolled in the Teenage Parent Program at the R. C. Bannerman Learning Center shall be allowed to be included in a Human Growth and Development curriculum/instructional program to include contraceptives. Parents/Guardians shall give written permission upon entrance to the program.

Unmarried students in the Teenage Parent Program shall be encouraged to return to an abstinent lifestyle. Contraceptives shall be presented as risky behavior and their deficiencies stressed.

H. Amendments

No changes shall be made to the comprehensive health education and substance abuse prevention curriculum until notice of such action has been published in accordance with the Florida Administrative Procedures Act (Ch. 120, F.S.) and sufficient notice has been given to the parents, teacher of the courses, the advisory committee at each school and any other concerned citizens at least 21 days prior to the Board meeting at which such changes are to be discussed or implemented. A public hearing shall be required for any and all deletions, additions or suggested corrections to the sex education curriculum.

I. Outside Interagency Agreements Including Full Service School Program and Supplemental School Health Programs

All agencies or other service providers to the Clay County School System, including but not limited to those participating in the Full Service Schools Program and the Supplemental Basic School Health Service Programs, shall comply with the following: 1) No counseling or referral related to abortion or to abortion services. 2) No dispensing of contraceptives (including condoms). 3) No female, internal pelvic examinations. 4) No instruction or prescriptions for contraceptive availability or use, nor referrals for the aforementioned, unless a written parental consent has been received on a form approved by the Clay County School Board. Should any employee of any agency or service provided to the Clay County School System mentioned above violate any of the foregoing provisions, said employee shall immediately be removed from the Clay County School System and may not return for a period of not less than three (3) years and reinstatement shall not be permitted until said employee thoroughly understands and has agreed to abide by the policy. Any repeated offense shall be considered sufficient cause for permanent dismissal of the employee. This condition shall be included in the contracts into which the Clay County School Board

enters with all such agencies or service providers.

(Adopted: 06/22/92)

J. Opt-Out Provision

Parents shall be informed that they may decide to “Opt-Out” their child from participation in Human Growth and Development classes at any grade level. No child will be excused from Human Growth and Development classes without the written permission of the parent/guardian. Human Growth and Development classes will be scheduled in identifiable time slots.

