

**INTERAGENCY AGREEMENT
FOR COST SHARING EXPENSES IN PECO FACILITIES
SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

THIS AGREEMENT is entered by and between **CLAY BEHAVIORAL HEALTH CENTER**, 3292 County Road 220, Middleburg, Florida 32068, hereinafter referred to as the **AGENCY**, and the **SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, hereinafter referred to as the **BOARD**.

WITNESSETH

I. For and in consideration of the mutual understanding and agreements hereinafter set forth, it is therefore agreed between the **AGENCY** and the **BOARD** as follows:

1. The **AGENCY** agrees to provide services in school site(s) as described in number I.8, within the area of the School Board of Clay County.
2. The location of these services will be at the following site in a Clinic Relocatable : Charles E. Bennett Elementary School.
3. The parties agree that any questions or concerns shall be resolved by the local school(s)' principal(s) or designee(s) and the agency Representative; and if further resolution is needed, the Director of Student Services, whose decision shall be binding.
4. Additional administrative procedures as may be necessary will be mutually coordinated and agreed upon by the agency and the Director of Student Services, whose decision shall be binding.
5. Scheduling of these services will rest jointly with Lesley Moran, Manager of Outpatient Children's Services, **AGENCY** Designee and the school principal(s) or designee(s), with assistance as needed by the Director of Student Services or designee.
6. The daily operation of these services will be responsibility of Lesley Moran, Manager of Outpatient Children's Services, **AGENCY** Designee.
7. Decisions regarding hiring and further human resource management will be the sole responsibility of the respective agency employer, and will be in compliance with **BOARD** Policy 4.51 (see attachment).
8. Specific **AGENCY** services will include, but are not limited to:

Individual, group, and family counseling;
Targeted Children's Case Management;
Behavioral Specialist services;
Consultation; and
In-service training.

9. Specific AGENCY IN-KIND contributions and cost estimates are:
- A. Materials and supplies used by agency employees as follows:
Cost estimate: \$100.00/mo.
 - B. AGENCY support for employees out posted on school site(s) such as clerical, administrative, supervisory, etc. as follows:
Cost estimate: \$500.00/mo.
 - C. Other, such as furniture, equipment, etc. - N/A
Cost estimate: N/A
10. The Parties agree to obtain the written consent for treatment from the parents or guardians of all children treated prior to formal commencement of non-emergency services. Copies of said consent shall be filed in each student's school record (maintained by the BOARD) and clinical record (maintained by the AGENCY). All treatment provided at school site(s) will be in compliance with BOARD Policy 4.51 (see attachment).
11. Support Expenses
- A. Support expenses for basic local telephone service will be provided by the AGENCY at cost estimate of:
CEB - \$36.15/mo. per 1 phone line = \$ 36.15 per month
 - B. Support expenses for long distance telephone service will be the responsibility of the Agency at cost estimate of N/A. No AGENCY long distance calls will be made from school sites.
 - C. Support expenses for maintenance services will be the responsibility of the AGENCY at cost estimate as follows:
CEB - \$57.00/mo. x 1 room = \$ 57.00 per month
- NOTE: Scheduling and rate changes will be adjusted as needed by agreement of the AGENCY and the local principal(s) or designee(s).
12. The agency will comply with BOARD policy for all services provided at school and site(s) (see attachment, BOARD policy 4.51).

II The AGENCY further agrees as follows:

During elementary student contact time, AGENCY, personnel will only see pre-kindergarten and elementary students and their families. Student contact hours have been determined to be 8:30 - 2:42 at CEB (subject to change by principal). Junior and senior high students and families can be seen after these hours. Any special circumstances require prior approval by the principal. Non-student families will not be provided services at school sites.

III. The BOARD agrees as follows:

1. To provide general janitorial and maintenance services for the facility.
2. To allow the AGENCY to establish and coordinate hours of operation with local school principal(s) or designee(s) in order to accomplish the service objectives, and that these hours of operation may extend past school hours of operation.

IV. The AGENCY and the BOARD further agree as follows:

1. TITLES VI and VII, CIVIL RIGHTS ACT OF 1964: Both parties shall comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and all other Federal Laws applicable to equal employment opportunity.
2. INDEMNIFICATION AND INSURANCE:
 - A. The AGENCY agrees that it and its employees shall act as independent contractors and not as employees of the BOARD in providing the aforementioned services.
 - B. The AGENCY agrees that it shall maintain and provide certificates of insurance for all coverage specified. The liability insurance shall be no less than \$1,000,000.00/claim and \$2,000,000.00/occurrence during the course of this AGREEMENT and shall indemnify, defend and hold the BOARD harmless from all claims, suits, judgments, or damages that may arise from the operation of the AGENCY. The AGENCY also agrees to maintain statutory Workers' Compensation and adequate auto insurance for any AGENCY vehicles.
 - C. The AGENCY agrees to assume responsibility for and maintain adequate insurance to cover loss or damage of agency property as may be in the possession of the BOARD during the services. The AGENCY also agrees to provide insurance to cover damage to the facility or to repair its furniture and/or fixtures, as may be caused by AGENCY use of same.
 - D. Any programs requiring medical malpractice insurance said insurance must be provided by the AGENCY. The BOARD does not have medical malpractice insurance.
 - E. The BOARD will assume responsibility for and maintain adequate insurance to cover loss or damage to all items of its personal property.
 - F. Those agencies governed by Florida Statutes 768.28(17) shall note they are totally responsible for their own negligence as is the BOARD.
3. CONFIDENTIALITY
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. (Ref. BOARD Policy 4.25(B))

4. **PUBLICITY**
All notices, informational pamphlets, press releases, research reports, and other similar public notices which reference the school site must have prior approval by the Director of Student Services, prior to publication and release.
5. **RENEGOTIATION OR MODIFICATION**
Any alterations, variations, modifications or waivers of this AGREEMENT shall only be valid when they have been placed in writing, executed and attached to this AGREEMENT. Both parties agree to renegotiate those portions of the agreement which may be affected by revision of BOARD Policy, federal or state laws or regulations.
6. **TERMINATION**
Termination at Will. This AGREEMENT will be terminated by either party at any time, with or without cause, upon no less than thirty (30)days' notice in writing to the designated person as identified in 1.5. Said notice shall be delivered by Certified Mail or in person.
7. **RETENTION OF RECORDS**
The parties shall retain all financial records, supporting documents, statical records, and any other documents to the AGREEMENT for a period of at least six (6) years after termination of this AGREEMENT. If any audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained at least until resolution of the audit findings.
8. **CONTRACT DURATION AND RENEWAL**
This AGREEMENT shall become effective on October 1, 2006 and shall end of September 30, 2007. Billing will be annually prior to the end of the school year, 2007. This AGREEMENT may be renewed each year upon mutual agreement by both parties.
9. To comply with the requirements of the Jessica Lunsford Act by requiring that all CBHC 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.

SCHOOL BOARD OF CLAY COUNTY CLAY BEHAVIORAL HEALTH CENTER

Chairman	Agency Administrator
July 20, 2006	Date
Date	Date

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.