

**INTERAGENCY SERVICE CONTRACT  
SCHOOL DISTRICT OF CLAY COUNTY  
AND  
FIRST COAST FAMILY CENTER**

This agreement is made and entered into on January 19, 2006 between the School District of Clay County and the First Coast Family Center for the specific purpose of implementing the Title V Grant funded program Clay CARES Partnership (CCP).

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

**WHEREAS**, the School District of Clay County provides a full range of educational services to the residents of Clay County, and

**WHEREAS**, both the First Coast Family Center and the School District of Clay County 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 School District of Clay County 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 School District of Clay County hereby agree as follows:

1. Duration: This agreement shall be retroactive to January 1, 2006 and continue until December 31, 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 part.

The First Coast Family Center agrees:

- a. To provide one full-time In-Home Parent Aide with salary, benefits and expenses. The maximum amount to be billed will not exceed \$40,000. This is a collaborative cost-sharing initiative. First Coast Family Center's in-kind expenses for the full-time Parent Aide of \$11,850 shall include expenses consisting of training and in-service, ongoing supervision, office rent, utilities, phone, supplies, travel, postage and background screening.
- b. To provide one Mentoring Coordinator to recruit, train and monitor mentors. This is a collaborative cost-sharing initiative. First Coast Family Center's in-kind expenses for the Mentoring Coordinator is \$4,600(10 hours per week @ \$11.50/hr. X 40 weeks).
- c. To issue a monthly billing statement for services provided under this agreement. The SDCC shall pay for invoiced services within 30 days from receipt of invoice. The invoice will include a monthly activity report documenting program implementation dates, locations, number of students served and specific hours of services.

- d. To provide assessment, in home parent training/support, mentoring and follow-up services to youth referred to First Coast Family Center through the Clay CARES Partnership Program.
- e. To work with the School District of Clay County staff to develop mutually agreed upon written referral procedures to be followed for Clay CARES Partnership referrals. All referrals will be signed by the CCP school social worker or project coordinator. A copy of the referral will be kept on file with the Department of Student Services.
- f. First Coast Family Center will obtain written parent approval for any services provided to students, whether on or off school premises.
- g. That no services will be denied to anyone on the basis of race, creed, color, national origin, age, or sex.
- h. To inform appropriate school personnel of a referred student's progress when in the student's best interest and, when valid, with written permission to share pertinent information.
- i. To mentor students on school premises, and obtain written permission of the student's parent or guardian and prior approval of the school principal must be obtained and kept on file at the First Coast Family Center office.
- j. 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.
- k. To comply with Clay County School Board Policy 4.51 Human Growth and development. (See Attachment B)
- l. To protect, defend, indemnify and hold the School District of Clay County, 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 School District of Clay County, 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.

The School District of Clay County agrees:

- a. To work with First Coast Family Center staff to develop mutually agreed upon written referral procedures to be followed for Clay CARES Partnership referrals. All referrals will be signed by the CCP school social worker or project coordinator. A copy of the referral will be kept on file with the Department of Student Services.
- b. To refer students to First Coast Family Center as per the mutually agreed upon written referral procedures.
- 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 to First Coast Family Center in consideration of completely and satisfactorily performing and carrying out all the duties and obligations here stated upon receipt of monthly invoices for services not to exceed the total of \$40,000 paid on a monthly basis.

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 School District of Clay County 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 Orange Park High School, Orange Park Junior High School, W. E. Cherry Elementary School, Montclair Elementary School, and Grove Park Elementary School.

- 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.
- h. The Contractor will abide by all the Terms and Conditions set forth by the Florida Department of Juvenile Justice. These Terms and Conditions are specified in Attachment A.

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 DISTRICT OF CLAY COUNTY**

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
School Board Chair

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
David Owens, Superintendent

Date \_\_\_\_\_

## **ATTACHMENT # 1**

### **SCHOOL DISTRICT 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.
2. The referral form must be reviewed and signed by the School District of Clay County 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 School District of Clay County 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 School District of Clay County social worker will be kept informed of the progress of each child/family as appropriate, and collaborative efforts will be emphasized as needed.

#### 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 pupil 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 student 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 preferred lifestyle 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 Living and Child Development. (Amended: 9/17/92)

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 parents'/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 to 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 teacher 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 Procedure Act (Ch. 120, F.S.) and sufficient notice has been given to the parents, teachers 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 Pro

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 provider 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: 6/22/92)

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.

(Amended: 4/22/94)