

CONTRACT FOR SERVICES 2008-2009
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA AND
SEASIDE HEALTH SERVICES

AGREEMENT made this 17th day of July, 2008 by and between the School Board of Clay County (SBCC) and SeaSide Health Services.

WHEREAS SeaSide Health Services can provide Adventure Based Counseling, a school-based program involving the use of intellectual, social and physical challenges, games and initiatives to help students work as a team, enhance communication, and most importantly, improve their self esteem. This program will be offered to selected schools requesting these additional services.

WHEREAS the School Board of Clay County desires to enter into a contract with SeaSide Health Services for the receipt of the following described services upon the following terms and conditions.

NOW THEREFORE, in consideration of the mentioned promises, covenants, and conditions hereafter set forth, it is understood and agreed as follows:

1. The SBCC will pay SeaSide Health Services an amount not to exceed thirty five thousand dollars (\$35,000.00) for services which shall include two ninety (90) minute sessions per week for a period of twenty four (24) weeks, at each of the selected schools. Each session shall serve a maximum of twelve (12) students.
2. Funding for the services provided by SeaSide Health Services pursuant to this contract shall be provided through the Safe & Drug-Free Schools Grant (SDFS). Payment for services shall be invoiced monthly. The total amount of this contract shall not exceed thirty five thousand dollars (\$35,000.00).
4. SeaSide Health Services staff will provide direct and indirect assistance and support to Student Services in the planning and implementation of education and prevention programs in the Clay County Public Schools.
5. SeaSide Health Services retains administrative supervisory responsibilities for SeaSide Health Services staff. The SBCC may, however, ensure that the delivery of services is coordinated with and supportive of the primary role of the school system which is education of the child. Both parties shall cooperate in the development and implementation of mutually acceptable policies and schedules which will govern both the SBCC and SeaSide Health Services personnel in the delivery of appropriate and effective prevention/intervention activities for the secondary students.
6. The SBCC and SeaSide Health Services will work together to ensure that appropriate and effective programs are provided to the School Board and the required objectives of the Safe and Drug-Free Schools Prevention/Intervention Program are being delivered.
7. SeaSide Health Services shall be required to indemnify and save harmless the School Board of Clay County from all suits, actions, liabilities, damages, costs and expenses of every name and description brought against the SBCC based on personal injury, bodily injury (including death) or property damages (including destruction), received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or

omission of the CONTRACTOR, its officers, employees, agents or assigns.

8. ED80-0008, Certification Regarding Lobbying for Grants and Cooperative Agreements, have been duly signed and submitted to the Florida Department of Education along with appropriate objectives to fund this contract in the application for the 2008-2009 SDFS Grant.
9. State and Federal statutes prohibit discrimination on the basis of race, age, sex, national origin, marital status, religion, or handicaps and both parties to the AGREEMENT fully comply with the terms of these acts.
10. The AGREEMENT can be canceled by either party with 90 days written notice.
11. SeaSide Health Services agrees to comply with School Board Policy 4.51, Human Growth and Development.
12. SeaSide Health Services agrees to comply with the requirements of the Jessica Lunsford Act by requiring that all SeaSide Health Services 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above mentioned.

SEASIDE HEALTH SERVICES

**SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

By: _____

By: _____

Chairperson

Position: _____

Date: July 17, 2008

Date: _____

By: _____

Superintendent

Date: July 17, 2008

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.