

AGREEMENT

THIS AGREEMENT, is made and entered into this 13th day of August, 2013, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, 301 4th Street, S.W., Largo, FL 33770 ("the Board"), and PINELLAS PREGNANCY CRISIS CENTER, INC, d.b.a. NEW LIFE SOLUTIONS, 1910 East Bay Drive, Largo, FL 33771 ("the Center").

WHEREAS, the Board has developed a policy of encouraging collaboration with community agencies to expand awareness and educational services to students and families; and

WHEREAS, the Center desires to support its community by contributing service opportunities at selected schools through provision of a qualified professional or trained volunteer to students; and

WHEREAS, the Center presently has personnel available to provide onsite educational services to students; and

WHEREAS, the Board is committed to providing appropriate educational services for school-age children; and

WHEREAS, the parties to this agreement desire a maximum degree of cooperation and administrative planning in order to provide effective educational services for students;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The Center will provide a qualified professional or trained volunteer ("a professional/volunteer") to be available up to 30 hours a week to provide educational class presentations county-wide of topics to include abstinence, decision-making, goal setting, refusal skills and healthy relationships. This professional/ volunteer will provide these services and only these services to students at selected schools. The Family Life Education Committee will review the qualifications of each professional/volunteer for a match between professional competencies and services to be rendered. The Center will comply with all relevant policies of the Board and Florida statutes regarding educational programs.
2. The Family Life Education Executive Board, the school's principal and the administrator of the Center will monitor the activities of the professional/volunteer.
3. The professional/volunteer is strictly prohibited from any activity that constitutes generation of self-referrals, or referrals to the Center.
4. The Center will provide to the Board, as requested, data about services provided under this agreement.
5. The Center and the professional/volunteer will comply with the provisions of the Board Policy Manual relating to advertising and distribution of materials and literature to students. See Board Policies 9700.01 – 9701.10.
6. A parental permission form will be required for all students participating in the educational services under this agreement, which shall provide consent to the release of pertinent personally identifiable student information.
7. The Center will make the professional/volunteer available to provide an orientation for staff, as requested by the principal of the school.

8. The professional/volunteer and school personnel will communicate and exchange appropriate student information in a manner consistent with federal laws and regulations, Florida statutes and rules, and professional ethics.

9. The Center will provide proof of appropriate liability insurance to the Board before the provision of any educational services under this agreement. In consideration of the Board's consent to the use of its property, the Center covenants and agrees to indemnify and hold harmless the Board and all of its officers, officials, agents and employees from any claim, loss, damage, cost, charge or expenses, including reasonable attorneys' fees, arising out of any act, action, neglect, or omission of the Center, its agents, contractors, employees, servants, invitees, licensees or concessionaires, on the Board's property, including the sidewalks and common areas, grounds, structures and facilities located on the Board's property during the performance of this agreement, whether direct or indirect, except that the Center will not be liable under this section for damages arising out of injury or damage to persons or property directly and solely caused by or resulting from, the negligence of the Board or any of its officers, officials, agents or employees.

10. The principal of the school, the Family Life Education Executive Board and designated personnel from the Center will meet and attempt to resolve any problems that may arise. Services may be suspended until the problem has been resolved, or terminated if a satisfactory resolution cannot be reached.

11. The parties designate the following persons to coordinate this agreement:

<u>Board</u>	<u>Center</u>
<u>Specialist, Pre K-12 Health Education</u>	<u>Sol Pitchon, MA</u>
<u>Pinellas County Schools</u>	<u>President/CEO</u>
	<u>New Life Solutions</u>

12. Neither party may assign their rights and responsibilities under this agreement. The parties may mutually agree to modify this agreement in writing. Either party may cancel this agreement with a thirty (30) day written notice to the other party.

13. This agreement shall begin on August 13, 2013, and end on June 30, 2014.

14. All Professionals/volunteers, prior to the provision of any services under this Agreement, must be subject to the background check that the Board requires of all volunteers.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

PINELLAS CRISIS PREGNANCY
CENTER, INC.

By: _____
Chairman

By: _____

Attest: _____
Superintendent

Attest: _____

Approved as to form:


School Board Attorney