

**AGREEMENT BETWEEN PALM PUBLISHING, LLC. AND  
THE SCHOOL BOARD OF PALM BEACH COUNTY FOR  
THE FUNDING OF ADMINISTRATOR FOR HEALTH OCCUPATIONS PROGRAM**

**THIS AGREEMENT** is made and entered into on this 22<sup>nd</sup> day of April, 2004 by and between Palm Publishing, LLC, a Limited Liability Company [a subsidiary of Palm Healthcare Foundation, Inc.] referred to as "GRANTOR", and the School Board of Palm Beach County, a corporate body politic pursuant to the Constitution of the State of Florida, hereinafter referred to as "SCHOOL BOARD".

**WITNESSETH:**

**WHEREAS**, SCHOOL BOARD, as part of its educational function, offers programs for the education of its secondary students in health care disciplines; and

**WHEREAS**, GRANTOR is desirous of assisting the SCHOOL BOARD in that educational effort by employing and providing funding for a Health Care Education Facilitator; and

**WHEREAS**, the creation and funding of the position of Health Care Education Facilitator is deemed to serve a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

**SECTION I – GRANTOR AGREES AS FOLLOWS:**

1. To create within Grantor's organization the position of Administrator for Health Occupations Programs to serve as a full-time employee coordinating educational activities and programs that benefit the teachers, students, and medical profession employers in Palm Beach County, and to pay all salary and benefits of this Administrator for Health Occupations Programs.

2. To assign the Administrator for Health Occupations Programs to work with the appropriate officials of the School District of Palm Beach County in order to enhance and advance the development of Medical Skills and Health Occupations programs within the School District of Palm Beach County.

3. To supervise Administrator for Health Occupations Programs to ensure that the duties and obligations of the position are fully satisfied.

4. The Administrator for Health Occupations Programs agrees to submit to a background check similar to those utilized for employees of the School District of Palm Beach County.

5. The authority for actual implementation of any recommendations developed pursuant to this Agreement is reserved to the Superintendent or his designee, whose written approval must be obtained prior to any such implementation.

**SECTION II – SCHOOL BOARD AGREES AS FOLLOWS:**

1. To provide the Administrator for Health Occupations Programs access to Palm Beach County School District sites.

2. To provide the Administrator for Health Occupations Programs access to Palm Beach County School District administrators and teachers both district-wide and school-based.

3. To provide the Administrator for Health Occupations Programs access to student records. If required, the SCHOOL BOARD shall obtain the appropriate permission for each of the students whose records will be made available to Administrator for Health Occupations Programs.

4. To provide the Administrator for Health Occupations Programs access to Palm Beach County School District resources including computer access and occasional clerical support.

**SECTION III – DUTIES AND RESPONSIBILITIES OF ADMINISTRATOR FOR  
HEALTH OCCUPATIONS PROGRAMS**

1. Assist in designing and implementing a staff development program for teachers in the assigned area of responsibility.

2. Establish and maintain a record-keeping system for the Medical Skills and Health Occupations Programs.

3. Provide consultant and resource services for teachers.

4. Establish liaison channels among regular school staff, vocational education teachers and administrators, and other appropriate agencies and groups.

5. Assist in planning for extension and development of the Medical Skills and Health Occupations Programs.

6. Identify community resources and establish interagency linkages.

7. Monitor compliance with federal, state and district guidelines related to vocational education activities.

8. Follow adopted policies and procedures in accordance with School Board priorities.

9. Conduct oneself in the best interest of students, in accordance with the highest traditions of public education and in support of the SCHOOL BOARD'S Mission Statement.

10. To familiarize himself/herself with all state and federal laws and regulations governing the confidentiality of student records as communicated by the SCHOOL BOARD, and to fully comply with those requirements.

#### SECTION IV – INDEMNIFICATIONS

GRANTOR shall, in addition to any other obligation to indemnify the Palm Beach County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the GRANTOR or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by the GRANTOR or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the GRANTOR under workers' compensation acts; disability benefit acts, other employee benefits acts or any statutory bar. GRANTOR recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

The SCHOOL BOARD recognizes its liability for certain tortious acts of their agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; and to the extent provided by law agrees to indemnify GRANTOR; provided however, that this provision shall not be construed as a waiver of any right or defense that the School Board has under said statute.

**SECTION V – GRANTOR AND THE SCHOOL BOARD AGREE AS FOLLOWS:**

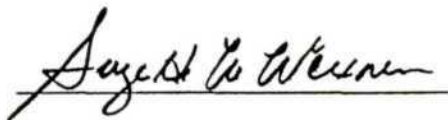
1. The initial term of this agreement shall commence the 22nd day of April, 2004 and terminate the 30th day of June, 2007. If the parties agree, this contract may be renewed for two additional one year periods.
2. That no other representations or promises shall be binding on the parties except these representations and promises contained in this contract or in some future writing signed by both parties stating such representations or promises.
3. That this contract shall not be amended except in writing and duly executed by both parties.
4. That this contract shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Palm Beach County, Florida.
5. That the failure of either party to insist on strict performance of any covenant, or conditions herein shall not be construed as a waiver of such covenants or conditions for any insistence.
6. That this contract may be terminated by either party upon 30 days written notice of the same without penalty and without any further obligation.
7. This contract may not be assigned without written consent of the non-assigning party, except that GRANTOR may assign any or all of its rights and


obligations under this contract to a controlled affiliate of the Grantor on written notice to SCHOOL BOARD.

8. Both parties agree to adhere to all federal and state laws governing the confidentiality of student records, as communicated by the SCHOOL BOARD.

9. GRANTOR and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of the SCHOOL BOARD or the School District. No officer, agent or employee of GRANTOR or SCHOOL BOARD shall be deemed an officer, agent or employee of the other party. Neither GRANTOR nor SCHOOL BOARD, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.


**PALM HEALTHCARE FOUNDATION, INC.      THE SCHOOL BOARD OF PALM BEACH COUNTY**


  
\_\_\_\_\_

  
(Witness)

Approved As to Form  
And Legal Sufficiency

  
\_\_\_\_\_  
PALM HEALTHCARE Legal Counsel

  
\_\_\_\_\_  
Thomas E. Lynch, Chairman

  
\_\_\_\_\_  
Arthur C. Johnson, Ph.D.  
Superintendent

Approved as to Form and Legal  
Sufficiency

  
\_\_\_\_\_  
School Board Legal Counsel