

**AGREEMENT BETWEEN PALM HEALTHCARE FOUNDATION, INC. AND
THE SCHOOL BOARD OF PALM BEACH COUNTY FOR
THE FUNDING OF MEDICAL SCIENCES SPECIALIST POSITION**

THIS AGREEMENT is made and entered into on the 1st day of July, 2007 by and between 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 students in health care disciplines; and

WHEREAS, GRANTOR is desirous of assisting SCHOOL BOARD in that educational effort by employing and providing funding for a Medical Sciences Specialist/Consultant in the Department of Choice Programs and School Choice.

WHEREAS, the funding of the part-time position of Medical Sciences Specialist/Consultant 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 maintain within Grantor's organization the position of Associate Director of Primary & Secondary Outreach Programs to serve as a part-time consultant in the Department of Choice Programs and School Choice assisting with 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 Medical Sciences Specialist/Consultant.

2. To assign the Medical Sciences Specialist/Consultant to work with the appropriate officials of the School District of Palm Beach County in order to enhance and advance the development of the Medical Sciences Academies and programs within the School District of Palm Beach County.

3. To supervise Medical Sciences Specialist/Consultant to ensure that the duties and obligations of the position, as set forth in Section III, are fully satisfied.

4. To require the Medical Sciences Specialist/Consultant to submit to a background check similar to those utilized for employees of the School District of Palm Beach County at the sole cost of the Grantor (See Addendum A, which is attached hereto and incorporated herein by this reference).

5. The Medical Sciences Specialist/Consultant agrees to execute the "Addendum Concerning Student Information" (See Addendum B, which is attached hereto and incorporated herein by this reference).

SECTION II – SCHOOL BOARD AGREES AS FOLLOWS:

1. To provide the Medical Sciences Specialist/Consultant access to Palm Beach County School District sites.

2. To provide the Medical Sciences Specialist/Consultant access to Palm Beach County School District administrators and teachers both district-wide and school-based.

3. To provide the Medical Sciences Specialist/Consultant on-site and remote access to student records. As necessary, the SCHOOL BOARD shall obtain the

appropriate permission prior to making students' records available to Medical Sciences Specialist/Consultant.

4. To provide the Medical Sciences Specialist/Consultant access to Palm Beach County School District resources including an assigned work space, computer access, phone and occasional clerical support.

5. To provide the Medical Sciences Specialist/Consultant access to professional development opportunities including, but not limited to, workshops, conferences, seminars, etc. in order to enhance and advance the development of Medical Sciences Academies and programs.

6. To pay all approved mileage, conference registration fees, hotel costs, and travel expenses that are associated with the Medical Sciences Specialist/Consultant's responsibilities under this Agreement, as necessary to enhance and advance the development of Medical Sciences Academies and programs.

SECTION III – DUTIES AND RESPONSIBILITIES OF MEDICAL SCIENCES

SPECIALIST/CONSULTANT

Pursuant to Section I(3), the Grantor agrees to ensure that the Medical Sciences Specialist/Consultant:

1. Assists in implementing a staff development program for teachers in the assigned area of responsibility.

2. Establishes and maintains a record-keeping system for the Medical Sciences Academies and programs.

3. Provides consultant and resource services for teachers.

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

5. Assists in planning for extension and development of new Medical Sciences Academies and programs.
6. Identifies community resources and establish interagency linkages.
7. Follows adopted policies and procedures in accordance with School Board priorities.
8. Conducts himself/herself 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.
9. Familiarizes 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.
10. Collaborates with and assist other Medical Sciences Specialist with transitioning into the new position and with special projects, as necessary.

SECTION IV – INDEMNIFICATIONS

GRANTOR shall, in addition to any other obligation to indemnify the SCHOOL BOARD and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the 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 it, or of anyone for whose acts it 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 its 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; 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 1st day of July, 2007 and terminate the 30th day of June, 2010. If the parties agree, this Agreement 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 Agreement or in some future writing signed by both parties stating such representations or promises.
3. That this Agreement shall not be amended except in writing and duly executed by both parties.

4. That this Agreement 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 Agreement may be terminated by either party upon 30 days written notice of the same without penalty and without any further obligation.

7. This Agreement 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 Agreement 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, or employees of the SCHOOL BOARD. No officer or employee of GRANTOR or SCHOOL BOARD shall be deemed an officer 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.

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IN WITNESS WHEREOF, This Agreement has been executed on the date and year first written above. This Agreement shall cover period, July 1, 2007 through June 30, 2010.

PALM HEALTHCARE FOUNDATION, INC.

**THE SCHOOL BOARD OF
PALM BEACH COUNTY**

Suzette W. Wexner, President

William G. Graham, Chairman

Date

Date

Mollie D. Rhodes, Consultant

Arthur C. Johnson, Ph.D.
Superintendent

Date

Date

Reviewed and Approved for form
and legal sufficiency- Office of
Legal Counsel

By: 

Date: 3-8-07