

**PEDIATRIC SERVICES OF AMERICA, INC.
d/b/a/ PSA HEALTHCARE**

AGREEMENT

This is an agreement between the School Board of Brevard County, Florida, hereinafter referred to as the Board and Pediatric Services of America, Inc. d/b/a PSA Healthcare, 2210 Sarno Road, Melbourne, Florida 32935, hereinafter referred to as the Center.

WITNESSETH

WHEREAS, the Center is a prescribed pediatric extended care facility for medically involved children and

WHEREAS, the Center and the Board are desirous of closely coordinating their respective efforts for the attainment of appropriate benefits to the students placed in the Center, the parties in consideration thereof agree as follows:

- 1. That the Board agrees through its Superintendent to assign necessary administrative and instructional personnel to the Center consistent with the Board's staffing plan.**
- 2. That all employees of the Board working at the Center shall be subject to the same laws, policies, rules, regulations and negotiated contracts as are other employees of the Board.**
- 3. That all employees of the Board at the Center will follow the general rules, regulations, and procedures of the facility.**
- 4. That between the Board and the Center, the Board employees assigned to the Center shall be under exclusive administrative supervision of the assigned School Board administrator and that all evaluating, scheduling, and directing of the work of said employees shall be the responsibility of said administrator in cooperation with the Center director.**
- 5. That the Board shall be responsible for the selection, payment, evaluation, termination and inservice training of the Board personnel assigned to the Center. Provided, however, that the Board, through its duly appointed representative, will consult and confer with the Center.**

- 6. That the Board shall be responsible for the purchase and maintenance of materials, equipment and supplies used exclusively in the students' educational program.**
- 7. That the Board shall provide the Center an annual report of the education program at the Center.**
- 8. That student records shall be maintained and processed according to the Board Rules.**
- 9. That the Board's nondiscrimination notice shall appear as required by law.**
- 10. That the Board shall make educational services available to the Center according to the officially adopted School Board calendar for days and hours of service.**
- 11. That the exceptional students shall be given a range of 60-120 minutes per week of instruction during the school year.**
- 12. That the Board shall collect all data and forms required to meet the established Department of Education guidelines.**
- 13. That the Center shall provide appropriate space(s) to provide a quality exceptional student education program as determined by the Board.**
- 14. That the Center shall provide telephone service for the assigned instructional personnel to be used for the communication of educational matters.**
- 15. That the Center shall make available to Board employees all state and local evaluative reports relating to the educational program/staff at the Center.**
- 16. That the Center shall provide storage space as available for the purpose of storing materials, supplies and equipment purchased by the Board.**
- 17. That the Center staff members will acknowledge, respect, and abide by classroom rules and regulations developed by administrator and employees of the Board.**

- 18. That the Center recognizes the School Board Policy pertaining to HIV Infections or AIDS that pertains to students and Board employees.**
- 19. The Center hereby agrees to indemnify, save harmless, and defend the School Board, its officers, agents, and employees from and against any and all claims, liability, losses, causes of action, cost or expense of whatever kind or nature (including, but not limited to, attorney's fees) which may arise out of activities and operations of the Center or its officers, agents, or employees in connection with the performance of this Agreement.**
- 20. That it is the intent of both parties that this agreement shall remain in effect until June 30, 2010 or terminated by either party as follows:**
 - a. Upon breach of any of the covenants or conditions. Subject, however, to the complaining party giving not less than (10) days written notice of any breach. Thereupon the other party shall then have (5) days from the receipt of said notice in which to correct the alleged breach.**
 - b. Upon either party giving not less than sixty (60) days written notice to the other party.**
- 21. The parties to this agreement will jointly develop administrative procedures to implement these considerations satisfactory to each entity. These procedures will include methods of resolving interagency disputes which may be initiated by the School Board or the contractor to secure reimbursement from other agencies. Should an interagency dispute arise the party (ies) with the complaint will officially notice in writing to the Assistant Superintendent for Exceptional Student Education and Student Services. If the Assistant Superintendent for Exceptional Student Education and Student Services is the complainant an official letter will be initiated by this office to the agency (ies). At this time a mutual meeting date will be arranged among parties to resolve disputes.**

Agreement between Pediatric Services of America, Inc. d/b/a PSA Healthcare and the School Board of Brevard County in effect until June 30, 2010.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year hereinabove set forth.

ATTEST:

**THE SCHOOL BOARD OF BREVARD
COUNTY, FLORIDA**

Superintendent

Chairman

This _____ day of _____ 2009

ATTEST:

**Pediatric Services of America, Inc.
d/b/a PSA Healthcare**

Vice President, Business Development

This _____ day of _____ 2009

**Prepared by: Sue Carver
March 1, 2009**