



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/ 794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing

Kendra Goodman, CPPO, CPPB, Purchasing Agent

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February 15, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Agreement between Education Training Corporation, d/b/a Florida Career College, Brandon Campus and District School Board of Pasco County (Year one of three: February 15, 2011 through June 30, 2011)

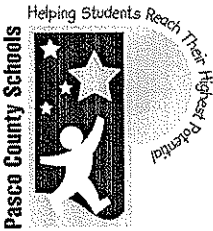
The Exceptional Student Education Department is requesting School Board approval of the attached agreement between Education Training Corporation, d/b/a Florida Career College, Brandon Campus and District School Board of Pasco County. The agreement allows Florida Career College students participating in the Physical Therapist Assistant Program to obtain clinical experience in a school-based setting while allowing the District to improve its overall educational program by providing opportunities for students to integrate academic theory with practical applications. There are no costs associated with this request.

The first term will commence upon School Board approval and continue through June 30, 2011, with two subsequent one-year renewals July 1, 2011 through 6/30/2012, based upon mutual agreement of both parties and final approval by the School Board. At this time, we request permission to enter into the first year of the three-year agreement.

Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

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Attachments



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Exceptional Student Education
April Stephenson, Bookkeeper
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352/524-2764 email: astephen@pasco.k12.fl.us

MEMORANDUM ESE-10/11-AS-036

DATE: February 15, 2011

TO: Kendra Goodman, CPPO, CPPB, Purchasing Agent

FROM: April Stephenson, Bookkeeper, Exceptional Student Education
Monica Verra, Ed. D., Director of Exceptional Student Education 

RE: **Agreement Between Education Training Corporation, d/b/a Florida Career College, Brandon Campus and District School Board of Pasco County (Year one of three: February 15, 2011 through June 30, 2011)**

The Exceptional Student Education Department is requesting School Board approval of the attached agreement between Education Training Corporation, d/b/a Florida Career College, Brandon Campus and District School Board of Pasco County. The agreement allows Florida Career College students participating in the Physical Therapist Assistant Program to obtain clinical experience in a school-based setting while allowing the District to improve its overall educational program by providing opportunities for students to integrate academic theory with practical applications. Also attached is a copy of their certificate of liability insurance.

There are no costs associated with this agreement.

The intent of this agreement is to establish a contract with the first term beginning upon School Board approval and continuing through June 30, 2011, with two subsequent one-year renewals based upon mutual agreement of both parties and final approval by the School Board. At this time we request permission from the School Board to enter into the first year of the three-year agreement. The first year will commence on February 15, 2011, and continue through June 30, 2011.

The School Board will need to sign both agreements.

Thank you for your assistance with this request.

MV/as

xc: Ruth B. Reilly, Assistant Superintendent for Curriculum and Instructional Services



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AGREEMENT

THIS AGREEMENT, made and entered into by and between Education Training Corporation, d/b/a Florida Career College, Brandon Campus, 2662 South Falkenburg Road, Riverview, FL 33578, hereinafter referred to as the College, and DISTRICT SCHOOL BOARD OF PASCO COUNTY, 7227 Land O' Lakes Boulevard, Land O' Lakes, FL 34638, hereinafter referred to as the Agency,

WITNESSETH

WHEREAS, the College offers or will offer an approved program of study in the field of Physical Therapy, and

WHEREAS, the College desires that its students obtain the necessary clinical and hands-on experience with the Agency necessary to meet the requirements of the Physical Therapist Assistant Program, and

WHEREAS, the Agency desires to cooperate with the College in implementing the above-stated objective,

NOW, THEREFORE, in consideration of the premises and mutual promises contained in this Agreement, the Agency and the College, by their duly constituted and authorized officers, agree as follows:

THAT the students enrolled in the above-named program and the faculty at the College may use the various departments of the Agency for laboratory practice and/or clinical experience. The number of students and the specific dates when the students of the College will be utilizing the various departmental facilities of the Agency will be established and agreed upon by both parties in advance of the specific session. Learning experiences in the departments will be selected by the faculty, and the days and hours planned by the faculty of the College in cooperation with the Agency.

THAT neither the College nor the Agency will discriminate on the basis of race, color, religion, sex, age, national origin or marital status, or against any qualified individual with disabilities, in its employment practices or in the admission and treatment of students. The College and the Agency recognize that sexual harassment constitutes discrimination on the basis of sex and neither party will tolerate such conduct.

THAT the Agency can require the College to withdraw a faculty member or student from its facilities whose conduct or work with clients or personnel is not, in the opinion of the administration of said Agency, in accordance with acceptable standards of performance.

THAT the students participating in the program at the Agency shall be required to comply with the background screening requirements set forth in Sections 1012.32 and

CONTRACT REVIEWED
AND APPROVED:
[Signature] 2/2/11

1012.465, Florida Statutes, in accordance with Agency's rules and procedures and meet the standards set forth in the applicable statute. The cost for the background screening shall be solely borne by the student. In the event a student has completed the background check and meets the statutory standards and is subsequently convicted of any disqualifying offense, the student will notify the Agency within 48 hours of such disqualifying event. The Agency may immediately remove the student for such a disqualifying offense.

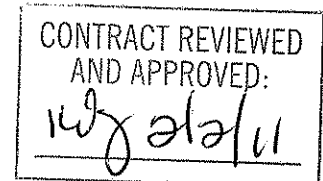
THAT the Agency shall comply with students' privacy rights under federal and state laws regarding students' educational records.

THE RESPONSIBILITIES OF THE COLLEGE ARE:

1. To use the proper Agency channels to make plans for observation and practical experience.
2. To comply with current policies and procedures of the Agency.
3. To provide the instruction, supervision, guidance, and evaluation required by the program or Agency.
4. To require each student participating in the program covered by this Agreement to carry or be covered by professional liability insurance with limits of \$1,000,000/\$3,000,000. The College shall provide a certificate of insurance to the Agency evidencing such insurance coverage if required by the Agency.
5. To orient Agency personnel to the goals and objectives of the learning experiences.
6. The College's students shall not be, for any purpose, employees or agents of the Agency, shall not receive compensation from the Agency, shall not be required to perform any employee-type duties, except as the same are reasonably related to the clinical learning experience provided by this Agreement, and shall not represent or hold themselves out to any other person as being employees or agents of the Agency.

THE RESPONSIBILITIES OF THE AGENCY ARE:

1. To provide opportunities for observation and practice experience in the selected programs of the Agency.
2. To provide adequate classroom and conference room space, and library facilities for the use of available instructional materials where applicable.



3. To assist in the orientation of faculty and students to the physical facilities, policies and procedures of the Agency, as required.
4. To allow the students and faculty, at their own expense, to use the cafeteria facilities in the Agency, if they so desire.
5. To have ultimate responsibility for the care and treatment of the patient/client.
6. To provide students with access to emergency care and other health services, if available at the agency, the cost of which is to be borne by the student.

The intent of this Agreement is to establish a contract with the **first term beginning upon School Board approval and continuing through June 30th of 2011 with two subsequent one-year renewals beginning July 1st of 2011 continuing through June 30th of 2012 and the third year beginning July 1st of 2012 and continuing through June 30th of 2013** based upon mutual agreement, evidenced in writing and signed by authorized representative of both parties, and final approval by the School Board.

THIS AGREEMENT may be terminated upon the giving of written notice by either party to the other party thirty days before the first day of August of any given year, PROVIDED, HOWEVER, such termination shall not become effective as to students already enrolled and participating in the program until they shall have had an opportunity to complete the program at the Agency to meet the course of study requirements for graduation.

ANY NOTICE required or permitted to be given under this agreement shall be sufficient if in writing and sent by certified mail, return receipt requested, to either of the parties. Notice shall be effective upon compliance with this section.

THE UNDERSIGNEDS have the authority to enter into this agreement and to bind their respective institutions.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates hereinafter stated:

DISTRICT SCHOOL BOARD OF
COUNTY

EDUCATION TRAINING
CORPORATION, D/B/A
FLORIDA CAREER COLLEGE

BY: _____

BY: *Robert White*
Director of Clinical Education

Date: _____

Date: 12/21/2010

CONTRACT REVIEWED AND APPROVED: <u><i>WJ 2/2/11</i></u>
