



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/ 794-2221

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
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April 5, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Clinical and Field Based Agreement between the Board of Trustees of Saint Petersburg College and the ESE Department

The attached contract is for students from Saint Petersburg College participating in the physical therapist assistant program to obtain clinical experience in a school-based setting, while allowing the District to improve its overall program by providing opportunity for students to integrate academic theory with practical applications. There is no cost to the District. The contract has been reviewed and approved by Nancy Alfonso, School Board Attorney.

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 (2) subsequent one-year renewals based upon mutual agreement of both parties. At this time we request permission to enter into the first year of the three-year agreement. The first year will commence on April 5, 2011, and continue through June 30, 2011.

Should you have any questions regarding this matter, please contact Monica Verra. If you have any purchasing-related questions regarding these agreements, please contact me.

KDG/amj

Attachments (2 originals)

Date/Time: March 30, 2011 08:05:00



District School Board of Pasco County

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

Heather Fiorentino, Superintendent

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Department of Exceptional Student Education
April Stephenson, Bookkeeper
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MEMORANDUM
ESE-10/11-AS-037R

REVISED

DATE: April 5, 2011

TO: Kendra Goodman, CPPO, CPPB, Purchasing Agent

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

RE: **Agreement between the Board of Trustees of St. Petersburg College and District School Board of Pasco County (Year one of three: April 5, 2011 through June 30, 2011)**

The Exceptional Student Education Department is requesting School Board approval of the attached agreement between the Board of Trustees of St. Petersburg College and District School Board of Pasco County. This agreement allows St. Petersburg 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. A copy of their certificate of liability insurance is also attached.

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 April 5, 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

AGREEMENT

THIS AGREEMENT, made and entered into by and between the BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, Post Office Box 13489, St. Petersburg, Florida, 33733, 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:

Koby 3/17/11

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. Agency through the Florida College System Risk Management Consortium shall obtain and maintain occurrence-type professional liability insurance coverage in amounts not less than \$2,000,000 per incident and \$5,000,000 annual aggregate covering the Students and any faculty members for instruction/supervision of students only. Agency shall submit certificates of execution of this Agreement.
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.

CONTRACT REVIEWED
AND APPROVED:
KDJ 3/7/11

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 PASCO
COUNTY

BY: _____

Date: _____

BOARD OF TRUSTEES OF
ST. PETERSBURG COLLEGE

BY: _____

William D. Law, Jr.
William D. Law, Jr.
College President & Secretary of
Board of Trustees

Date: _____

2/25/11

CONTRACT REVIEWED
AND APPROVED:
WJ 3/7/11

APPROVED
AS TO FORM AND CONTENT
SLG
COLLEGE ATTORNEY
Approved by: *Pres.*
On: *1/24/11*