



## District School Board of Pasco County

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

Heather Fiorentino, Superintendent

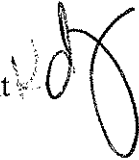
[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

Department of Purchasing  
Kendra Goodman, CPPO, CPPB, Purchasing Agent  
813/794-2221 Fax: 813/794-2111  
727/774-2221 TDD: 813/794-2484  
352/524-2221 e-mail: [kgoodman@pasco.k12.fl.us](mailto:kgoodman@pasco.k12.fl.us)

July 5, 2011

### MEMORANDUM

**TO:** Honorable School Board Members

**FROM:** Kendra Goodman, CPPO, CPPB, Purchasing Agent 

**RE:** **Student Teaching Agreement -**  
APUS (American Public University System)

The Human Resources Department is requesting approval of the attached contract with APUS (American Public University System) for students to obtain clinical experience in a school-based setting while allowing the District to improve its educational program by providing opportunities for students to integrate academic theory with practical applications. The District will host final level interns in its schools with no cost to the District. Please reference the attached memo from Dr. Renee Sedlack, Director of Human Resources, for further information regarding this agreement.

At this time, we respectfully request your approval to enter into the agreement with APUS. This contract has been reviewed and approved by the School District's attorney, Nancy McClain Alfonso on April 12, 2011.

Should you have any questions regarding this matter, please contact Pat Sinclair. If you have any purchasing related questions regarding this agreement, please contact me.

KDG/amj  
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](http://www.pasco.k12.fl.us)

Department of Human Resources  
Patricia Sinclair, Supervisor  
813/794-2154 Fax: 813/794-2171  
727/774-2154 TDD: 813/794-2484  
352/524-2154

Date: June 22, 2011  
To: Kendra Goodman, CPPO, CPPB Purchasing Agent  
From: Pat Sinclair, Supervisor of Human Resources *PS*  
Dr. Renee Sedlack, Director of Human Resources *RS*  
RE: Contract Approval for 2011-2012

The Department of Human Resources is requesting Board approval of the attached agreement. This agreement allows college students participating in the American Public University Teacher Education Program to obtain clinical experience in a school-based setting while allowing the District to improve its educational program by providing opportunities for students to integrate academic theory with practical applications.

The Student Teaching Agreement between American Public University and the District School Board of Pasco County has been entered at no cost to the district. The District will host final level interns in its schools.

The North Central Association of Colleges and Schools and the Higher Learning Commission regionally accredit American Public University. The Distance Education and Training Council Accrediting Commission accredits American Public University.

Thank you for your assistance with this request.

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



# American Public University System

American Military University  
American Public University



## AGREEMENT CONCERNING FIELD EXPERIENCE/OBSERVATIONS BETWEEN AMERICAN PUBLIC UNIVERSITY SYSTEM (APUS) AND THE SCHOOL DISTRICT OF:

**District School Board of Pasco County**

### 1. Purpose and Duration of Agreement:

That Pasco County Public Schools may be utilized by American Public University System (APUS) for the purpose of field experiences, also known as observations. This Agreement shall become effective as of ~~April 1, 2011~~ <sup>July 5, 2011</sup> and shall continue thereafter until terminated by either party upon written notice of termination, provided, however, that the student(s) then completing any field experience in any program shall be given an opportunity to complete the observation hours requirements for their current registrations during that academic semester.

### 2. Selection of American Public University System Graduate Students:

- A. Students have met all requirements for admission to the School of Education at American Public University System and are eligible to begin completing observation hours.
- B. Approval or disapproval of students seeking approval to complete field experience will be the responsibility of the Coordinator of Field Experience. No APUS student will be placed in a school without verbal or written approval by that school's principal or designee.

### 3. University Responsibilities:

- A. American Public University System shall plan and administer the educational program for its students at the University.
- B. APUS shall maintain all educational records and reports relating to the educational program completed by individual students during field experience. These reports are necessary to the University's monitoring and evaluation of student progress.

### 4. District Responsibilities:

- A. The District is fully responsible for the conduct of its operations and this Agreement in no way confers upon American Public University System the right to modify or control any of the District's standard operating procedures. The District will ensure that proper supervisory procedures are followed, complete

CONTRACT REVIEWED  
AND APPROVED:  
*[Signature]*



# American Public University System

American Military University  
American Public University



with adequate feedback when requested, both to the student and the Coordinator of Field Experience. No American Public University System students should be left unattended and unsupervised with District pupils.

**B.** APUS education graduate students are expected to follow all rules and regulations established by the District. It will be the District's responsibility to inform students and APUS School of Education personnel of such rules and regulations.

**C.** The District agrees to cooperate with the University, as much as possible, in structuring the instructional environment to facilitate the best learning experience possible for the APUS student.

## 5. General Provisions:

**A.** For the purpose of observations, there shall be no monetary consideration paid by either party to the other party. It being acknowledged that the learning opportunity provided is mutually beneficial. The parties shall cooperate in a manner which will tend to maximize the mutual benefits provided to the District, and APUS School of Education students.

**B.** Each student is placed within the District to receive field experience as a part of his or her academic curriculum; those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision when required. The APUS "student counselor is not to supervise or counsel and students with the supervising counselor being present." This provision shall not prohibit the employment of any APUS student by the District under an employment agreement.

**D.** This Agreement is for the purpose of providing educational opportunities for students and is not a joint venture for the profit of either party.

**E.** This Agreement constitutes the entire agreement between the parties and all prior discussions, agreements, and understandings, whether verbal or in writing, are hereby merged into this Agreement.

The parties below agree to execute this Agreement:



### Corporate and Academic Offices:

111 West Congress Street • Charles Town, WV 25414  
304-724-3700 • 877-468-6268 Toll Free • 304-724-3780 Fax

[www.apus.edu](http://www.apus.edu)

### Administrative Offices:

10110 Battleview Parkway, Suite 200 • Manassas, VA 20109  
703-330-5398 • 877-468-6268 Toll Free • 703-330-5109 Fax



# American Public University System

American Military University  
American Public University



American Public University System

Coordinator of Field Experience: Susan Shepard      Date 04/01/2011

Signature

*Susan K. Shepard - Coordinator of Field Experience*

THE DISTRICT OF:

District Representative/Designee:

*Renee Sedlack*      Date 5-10-11  
Signature

CONTRACT REVIEWED  
AND APPROVED:  
*[Signature]*

Attachment A – APUS

A) This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should APUS cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, APUS shall refund all monies (including deposits) to the School Board.

In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and APUS shall refund all monies (including deposits) to the School Board within thirty (30) calendar days.

B) As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, APUS hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of (vendor name) and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.

C) Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.

D) Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.

E) This contract is governed by the laws put forth by the State of Florida.

F) The School Board normally issues payment for services within 30 days from receipt of invoices, provided the services have been received in a satisfactory and proper manner. No advance payments will be made.

G) The company and/or individual shall remain independent and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.

H) APUS shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this Contract.

I) APUS shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. APUS shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.

J) As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, APUSS agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of APUSS and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.

K) APUSS is responsible for requiring each Student to respect the confidentiality of the District's students and their records, if any, in accordance with applicable law.

Susan K. Shepard 4/12/11  
APUS Date

Kendra Goodman  
Kendra Goodman, CPPO, CPPB Date  
Purchasing Agent  
District School Board of Pasco County

Renee Sedlack 4/25/11  
Cost Center Date

Up-dated 10/13/09

**Attachment A**

This Attachment A is in connection with, and applicable to, APUS, and the District School Board of Pasco County (DSBPC).

**Confidential Information:**

Confidential Information: Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business plans, employees and students' personal information, clients, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"): Confidential Information will include, but not be limited to, each party's proprietary software and customer, employee, student information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need to know basis), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such Confidential Information.

"Owner" refers to the party disclosing Proprietary Information hereunder, whether such party is the District School Board of Pasco County or vendor and whether such disclosure is directly from Owner or through Owner's employees or agents; and "Recipient" refers to the party receiving any Proprietary Information hereunder. Recipient hereby acknowledges and agrees that the Proprietary Information shall remain the sole and exclusive property of Owner. The disclosure of the Proprietary Information to Recipient does not confer upon Recipient any license, interest or rights of any kind in or to the Proprietary Information, except as provided under this Agreement. Recipient shall protect the Proprietary Information of Owner the same degree of protection and care Recipient uses to protect its own Proprietary Information, but in no event less than reasonable care. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

Exceptions: Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secretly or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

Any party who maintains computerized data that includes District information must be in compliance with and agree with their responsibilities as outlined in Florida Statute 817.5681: Breach of security concerning confidential information in third-party possession; administrative penalties, etc., reference:

[http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App\\_mod\\_c=Display\\_Statute&Search\\_String=817.5681&URL=0800-0899/0817/Sections/0817.5681.html](http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mod_c=Display_Statute&Search_String=817.5681&URL=0800-0899/0817/Sections/0817.5681.html)

CONTRACT REVIEWED AND APPROVED: APR 21 2011  
*KDZ 6/21/11*

**Agreement:**

This agreement and the documents referenced herein contain the final, complete, and exclusive expression of the understanding of the parties hereto with respect to the transactions contemplated by this Agreement and supersedes any prior or contemporaneous agreement or representation, oral or written, by or between the parties related to the subject matter hereof. This contract may be modified only by written instrument executed by both parties. This contract is governed by the laws of Florida. Venue for this contract is Pasco County, Florida.

APUS

District of. School Board of Pasco County

By: Susan K. Shepard  
Authorized Signature

By: Renee Sedlack  
Authorized Signature

Name: Susan K. Shepard  
Title: Coordinator of Field Experience  
Date: 4/12/11

Name: Renee Sedlack, Ed.D  
Title: Director of Human Resources  
Date: April 21, 2011

\_\_\_\_\_  
Administrator Date  
Board Chairman

Kendra Goodman Date 6/21/11  
Signature Date  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County