



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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Purchasing Services

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April 15, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *NW/12*

SUBJECT: Office for Career & Technical Education
First Year of a Three-Year Cooperative Agreement
Westside Animal Clinic

Attached is a Cooperative Agreement with Westside Animal Clinic. The Cooperative Agreement will allow students in the Pasco County Schools Veterinary Assisting Program to continue to participate in an internship experience with learning opportunities determined by the instructor and agreed upon by Westside Animal Clinic. Please reference the attached memo from Mr. Rob Aguis, Director, Office for Career & Technical Education. The Cooperative Agreement has been reviewed and approved by Nancy Alfonso, District School Board Attorney, on February 22, 2014.

At this time, we respectfully request your approval to enter into the first year of the agreement with the above-referenced entity. The services are outlined in the agreement and are attached for your perusal. This agreement is renewable annually based on mutual agreement of both parties. The first year of the agreement will be from April 15, 2014 through April 14, 2015.

Should you have any questions regarding this matter, please contact Mr. Rob Aguis or me at your earliest convenience.

NW/dr

Date/Time: April 9, 2014 09:10:00

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MEMORANDUM

CTE-101-13/14

April 15, 2014

To: Nicole Westmoreland, MBA, Purchasing Agent

From: Rob Aguis, Director, Office for Career & Technical Education

Subject: **Cooperative Agreement for First Year of Three-Year Contract for Agricultural Experience with Westside Animal Clinic**

Description:

Approval is requested for a Cooperative Agreement with Westside Animal Clinic. The Cooperative Agreement will allow students in the Pasco County Schools Veterinary Assisting Program to continue to participate in an internship experience with learning opportunities determined by the instructor and agreed upon by Westside Animal Clinic. These learning experiences will be non-paid and will be done with the direction and guidance of the program instructor. The internship provides students in the Veterinary Assisting Program with opportunities to apply skills mastered in the classroom in a real-world work setting.

Recommendations:

The staff respectfully requests approval of a Cooperative Agreement with Westside Animal Clinic on April 15, 2014.

RA:rmh

Attachment(s)



RECEIVED

4/4/2014

Contract# 2014001559

**COOPERATIVE AGREEMENT
BETWEEN**

**Westside Animal Clinic
3501 Commercial Way
Spring Hill, FL 34606**

AND

THE DISTRICT SCHOOL BOARD OF PASCO COUNTY

FOR

PROVIDING AGRICULTURAL EXPERIENCE FOR VETERINARY ASSISTING STUDENTS

I. PARTICIPATING AGENCIES:

The participating agencies in this agreement are Westside Animal Clinic and the District School Board of Pasco County.

II. STATEMENT OF AGREEMENT:

There is a mutual agreement between the Westside Animal Clinic (facility) and the District School Board of Pasco County (school), that Westside Animal Clinic will provide facilities and accept students from the Pasco County Schools Veterinary Assisting Program for student experiences, in accordance with the provisions set forth in this agreement.

III. GENERAL PROVISIONS OF THE AGREEMENT:

1. The education of the student shall be the primary purpose of the education programs.
2. The District School Board of Pasco County shall be responsible for the formal classroom education of the student.
3. The faculty of the school shall be responsible for selecting overall agricultural learning experiences for the students. However, the students will gain practical knowledge by following the routine of the facility's employees.
4. The students will observe the duties of the employees of the facility while at the site, and will perform only those competencies agreed upon by the Director of the facility or his/her designee and the instructor.
5. The District School Board of Pasco County agrees to comply with the established policies and practices of the facility when such policies and practices are made known to it and they are not in conflict with School Board policies or State Board of Education rules and law.
6. The student will be responsible for providing his/her own lunch and transportation during the agricultural experience.
7. Under this agreement, the facility provides opportunities for practical/agricultural experiences, but maintains responsibility for the care and treatment of its patients.

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8. If the administration of the facility has a complaint about the program or an individual student, it should bring it to the attention of the instructor.

IV. THE SCHOOL'S RESPONSIBILITY:

1. To maintain minimum standards required and adhere to the Program Standards and Curriculum Frameworks for each program as specified by the Florida Department of Education.
2. To employ qualified instructors (C.V.A.) who shall be responsible for implementing the philosophy, objectives and curricula of the school.
3. To provide concurrent related classroom instruction, as needed to meet the objectives of the program.
4. To maintain individual records of class and agricultural instruction, and to evaluate the competency of each student.
5. To provide professional liability coverage for each student, the instructor, and the school in the amount agreed upon by both agencies during the course of the program.
6. Students will provide proof of medical insurance in case of accident or injury of the trainee. This proof must be on file with the instructor prior to performing the agricultural training.
7. To provide identification (name tags and/or program patches) for each student trainee.
8. Students participating in the program must comply with the District School Board's Code of Student Conduct.
9. Students understand that this training does not guarantee employment at the facility.

V. THE FACILITY'S RESPONSIBILITY:

1. To allow the instructor and students to work with an assigned employee of the facility while performing their duties, in accordance with the agreed upon schedule.
2. To insure that any employee to which a student is assigned/supervised by has been screened with the appropriate background check as part of his/her employment or as required by law.
3. To include members of the faculty of the school in facility meetings when policies to be discussed will affect or are related to the Veterinary Assisting program.
4. The facility reserves the right to request the District School Board of Pasco County to withdraw any student from its facilities whose conduct and/or work with patients of the facility personnel is not in accordance with acceptable standards of performance, in the opinion of the facility's administrator.

VI. JOINTLY, EACH AGENCY WILL:

1. Be responsible for the orientation of the instructor and to initiate conferences between the instructor, and administrator(s) whenever there is a need.

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2. Provide feedback on the agricultural experience.
3. Share and assist in the supervision and guidance of students.

VII. MODIFICATION OF THE AGREEMENT:

Modification of this agreement shall be made by mutual consent of both parties. A memorandum noting the modifications shall be attached to this agreement and shall include the date and signature of both parties agreeing to it.

VIII. DISCONTINUANCE OF AGREEMENT:

If either party to this agreement wishes to terminate this agreement, it is understood that at least ninety days written notice shall be given by either participating agency, provided that students currently enrolled in the program shall be permitted to complete the course.

IX. RENEWAL OF AGREEMENT:

This cooperative agreement covers the period from April 15, 2014 through April 14, 2015 and thereafter may be renewed annually for up to two (2) additional one (1) year terms by mutual agreement of the parties, until otherwise terminated by either party as provided herein. This agreement and subsequent renewals will be subject to final approval by the School Board. Any mutually agreed upon changes will be by written amendments and will be effective at the beginning of the renewal date(s).

X. VENUE:

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.

XI. HOLD HARMLESS:

As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto 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 the indemnifying party acting within the course and scope of his/her employment and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party acting within the course and scope of his/her employment. It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28 (5), Florida Statute.

XII. FORCE MAJEURE:

This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency, including the Department of Homeland Security issuing a "Red Alert" making it illegal or impossible to provide services.

CONTRACT REVIEWED
AND APPROVED:
NW/AC 4/4/14

XIII. CIVIL RIGHTS

The School and the Facility complies with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and related regulations, assures that it does not and will not, discriminate against any student who is a potential employee in the on-the-job training program because of race, color, creed, sex, national origin or handicap.

XIV. COPIES OF THIS AGREEMENT:

Copies of this agreement shall be placed on file, and be available to the following:

1. Administrator, Westside Animal Clinic
2. Supervisor, Career and Technical Education
3. Veterinary Assisting Instructor

Westside Animal Clinic

By: _____

Print Name: _____

Date: _____

District School Board of Pasco County

By: _____

Date: _____

Nicole Westmoreland

Signature

Date

4/4/14

Nicole Westmoreland, MBA, Purchasing Agent
District School Board of Pasco County