



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

### Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2111

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352/ 524-2221 e-mail: nwestmor@pasco.k12.fl.us

June 17, 2014

### MEMORANDUM

TO: Honorable School Board Members

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

SUBJECT: Keiser University  
First Year of Three-Year Agreement  
Contract #2014001882

Human Resources and Educator Quality Services is requesting approval of the attached agreement with Keiser University in order to provide clinical experiences to college students in a school-based setting. Please reference the attached memo from Lydia Ray, Senior Manager, Human Resources and Educator Quality. The agreement was approved by the District School Board's Attorney, Ms. Nancy Alfonso, on May 21, 2014.

At this time, the Human Resources and Educator Quality Services is requesting the Board's approval to enter into the first year of the three-year agreement for the period of July 1, 2014 through June 30, 2015. This is a three year contract, renewable annually based on mutual agreement of both parties. There are no associated costs with this agreement to the District.

Should you have any questions regarding this matter, please contact Lydia Ray or Debra Reaves, Purchasing Services, at your earliest convenience.

NW/dr

Attachments

Date/Time: June 11, 2014 09:15:00



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office for Human Resources and Educator Quality  
Lydia Ray, Senior Manager  
lray@pasco.k12.fl.us

Phone: (813)794-2316  
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June 3, 2014

To: Nicole Westmoreland, Purchasing Agent

From: Lydia Ray, Senior Manager Human Resources *LR*

Re: Keiser University Student Intern Agreement – Occupational Therapy Interns

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

We are asking for Board approval for this agreement.



**RECEIVED**

6/3/2014 *AK*

*Contract # 2014001882*

**MEMORANDUM OF AGREEMENT**

**BETWEEN  
KEISER UNIVERSITY, TAMPA CAMPUS**

**AND**

**DISTRICT SCHOOL BOARD OF PASCO COUNTY**

This AGREEMENT, made and entered into by and between Keiser University, Tampa Campus, 5225 Memorial Highway, Tampa, Florida 33634, hereinafter referred to as the College, and the District School Board of Pasco County, 7227 Land O'Lakes Boulevard, Land O'Lakes, Florida 34638, hereinafter referred to as the Agency,

WITNESSETH

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

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

**ATTACHMENT "A"  
INCORPORATED HEREIN**

CONTRACT REVIEWED  
AND APPROVED:

*NW 6-4-14*

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 30<sup>th</sup> of 2014 with two subsequent one-year renewals beginning July 1<sup>st</sup> of 2014 continuing through June 30<sup>th</sup> of 2015 and the third year beginning July 1<sup>st</sup> of 2015 and continuing through June 30<sup>th</sup> of 2016 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


KEISER UNIVERSITY, TAMPA CAMPUS

By: \_\_\_\_\_

By:   
Brandon Barnhill

Date: \_\_\_\_\_

Date: 5/28/14

 6.4.14  
Signature Date

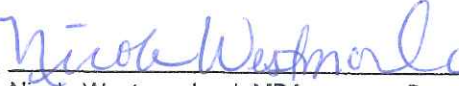
Nicole Westmoreland, MBA, Purchasing Agent  
District School Board of Pasco County

Attachment A – Keiser University

- 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 Keiser University cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, Keiser University 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 Keiser University 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, Keiser University 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) Keiser University 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) Keiser University shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. Keiser University 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) Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by Human Resources. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the Districts Human Resource and Educator Quality Department prior to commencement of services or work.

  
\_\_\_\_\_  
Keiser University  
Brandon Barnhill

5/28/14  
Date

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

Date

  
\_\_\_\_\_  
Lydia Ray  
Department/School Administrator

6/3/14  
Date