



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

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

727/774-2221 TDD: 813/794-2484

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

August 21, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Dietetic Internship Agreement
Florida State University

The Food and Nutrition Services Department (FNS) is requesting Board approval of the attached dietetic Internship agreement. This agreement will commence on August 21, 2012. This agreement will allow the Food and Nutrition Services Department to partner with Florida State University to provide child nutrition experience to one (1) intern per school year. Please reference the attached memo from Mr. Rick Kurtz, Director of Food and Nutrition Services, for further information regarding this agreement.

At this time, we respectfully request your approval to enter into this agreement with the above-referenced entity. The services are outlined in the agreement and are attached for your perusal. The attached agreement has been reviewed and approved by the District School Board's Attorney, Ms. Nancy Alfonso.

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

KDG/acf

Attachments

Date/Time: August 15, 2012 09:04:00



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

Food and Nutrition Services

Julie Hedine, Supervisor

813/794-2435 Fax: 813/794-2118

727/774-2435 TDD: 813/794-2484

352/524-2435 jhedine@pasco.k12.fl.us

MEMORANDUM

FNS-15-13

July 31, 2012

TO: Kendra Goodman, Purchasing Agent

FROM: Julie Hedine, Supervisor, Food and Nutrition Services
Richard Kurtz, Director *JK*
Food, Nutrition and Distribution Services

SUBJECT: Florida State University Dietetic Internship Agreement

The Food and Nutrition Services (FNS) Department currently has two (2) Registered Dietitians on staff to administer the Child Nutrition Program. Over the past 12 years, our Registered Dietitians have served as preceptors for numerous dietetic interns enrolled in programs accredited by the Academy of Nutrition and Dietetics.

Dietetic interns have completed at least a Bachelor's degree and must receive a minimum of 1200 hours of supervised practice within their internship program. Graduates of the internship program are eligible to sit for the national dietetic registration exam. As a part of their rotation at FNS, interns complete tasks such as menu planning, special diets, nutrition education, recipe development, product testing, cost analysis, and nutrient analysis.

Florida State University (FSU) College of Human Sciences, Department of Nutrition, Food and Exercise Sciences currently offers an internship program for graduate students in the field of nutrition. FSU would like to partner with Pasco County Schools FNS to provide Child Nutrition experience to one (1) intern per school year.

Please submit the attached affiliation agreement between the District School Board of Pasco County and the Florida State University for Board approval and the Superintendent's signature.

If you have any questions or concerns, please contact Julie Hedine at extension 4-2435.

RPK,jdh

xc: Olga Swinson, Chief Finance Office
Stephanie Spicknall, RD, Food and Nutrition Coordinator



RECEIVED
6/21/12 *Dem*

AFFILIATION AGREEMENT

WHEREAS, THIS AGREEMENT is made by and between the District School Board of Pasco County, Florida, whose address is 7227 Land O' Lakes Boulevard, Land O' Lakes, FL, 34638, a public body corporate of Florida and governing body for the District School Board of Pasco County, hereinafter referred to as "Facility" and Florida State University Board of Trustees, acting for and on behalf of **The Florida State University**, at Tallahassee, Florida, and the College of Human Sciences, Department of Nutrition, Food, and Exercise Sciences, (hereinafter referred to as "FSU" or "University"), whose address is 211 Westcott, Tallahassee, FL 32306, a public body corporate of Florida. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide a supervised educational field experience for FSU graduate students in Nutrition and Food Science, hereinafter referred to as "Interns."
2. **FSU Responsibilities.**
 - a. FSU shall be responsible for the development of a dietetics internship instruction curriculum or program for Interns who train at the Facility and the Facility shall assume no responsibility for the development of the curriculum or the program.
 - b. FSU shall keep all records and reports on Intern experiences in accordance with FSU policy and regulatory requirements.
 - c. FSU shall inform the Facility of its Intern placement requests with sufficient advance notice to allow vetting of prospective student interns and notification of school sites.
 - d. FSU agrees to inform Interns that Interns shall be responsible for following the rules and regulations of the Facility.
 - e. Interns and all FSU staff who visit school campuses shall undergo a background screening in accordance with Florida law and Board policy.
3. **Facility Responsibilities.**
 - a. The Facility shall determine the work location and assignment of the Interns in collaboration with FSU. No part of this Agreement shall be construed to guarantee the placement of an Intern.
 - b. The Facility shall be responsible for the supervision and control of the Interns assigned to it.
 - c. In consideration of the Facility's responsibility for the care and safety of its pupils, the Facility shall retain the right, in its sole discretion, to refuse or discontinue the field experience of any Intern and to remove any Intern who does not continuously meet the requirements set forth in this Agreement and applicable Board policy and state law.
4. **Performance Standards.** The Facility and FSU may develop performance standards for Interns that are required during the term of this Agreement and if such performance standards are developed between the parties, then such standards shall be attached as an exhibit and shall be a part of this Agreement even though such standards were developed subsequent to the signing of this Agreement.
5. **Faculty.** If deemed necessary by FSU, FSU shall provide, at its own expense, University Faculty to carry out the curriculum or program to train Interns in the dietetics internship environment at the Facility. The duties of the University Faculty shall include visiting the program site, and conducting periodic assessments of the Intern's progress. The Facility shall provide an Internship Preceptor to assist

CONTRACT REVIEWED
AND APPROVED:
KDJ 7/18/12

in carrying out the curriculum or program of the FSU for this dietetics internship training. The duties of the Internship Preceptor shall include assisting in the development of the Intern's professional growth and working cooperatively with the University Faculty. The Facility and the FSU may develop guidelines for the division of duties related to carrying out the curriculum or program of the FSU between the University Faculty and Internship Preceptor. Such guidelines, if developed, shall be attached as an exhibit and shall be a part of this Agreement even though such guidelines were developed subsequent to the signing of this Agreement.

6. **Commencement.** This Agreement shall commence on August 20²¹ 2012 and remain in effect for (2) two years.

5. **Liaison/Coordinator.** Each party shall designate one employee, who shall act as a liaison between their respective employer and the other party.

The Liaison of the FACILITY is:

Stephanie Spicknall, RD
Coordinator, Food and Nutrition Services
District School Board of Pasco County
7227 Land O' Lakes Boulevard
Land O' Lakes, FL 34638

The Liaison for FSU is:

Maria T. Spicer, PhD, RD, LD/N
Director, Dietetics Internship
Department of Nutrition, Food and Exercise Sciences
The Florida State University
Tallahassee, FL 32306-1493

6. **Policies and Procedures.** All Interns and University Faculty involved in the program shall abide by and be governed by the policies and procedures of the Facility as such policies and procedures apply to them. Any violation of such policy or procedures, in the sole discretion of the Facility shall be sufficient to temporarily suspend the Intern or University Faculty from the instruction program at the Facility by giving written notice to the FSU.

7. **Insurance.** FSU shall inform each Intern that he/she is to provide evidence of satisfactory to the Facility of professional liability insurance that covers each Intern.

8. **Independent Contractors.** The FSU and the Facility agree that each shall be treated for all purposes as independent contractors. Each party agrees that it will not act, or represent that it is acting, as an agent of the other, or incur any obligation on the part of the other, without first obtaining written authority for such action. Interns and University Faculty shall not be considered employees or agents of the Facility. This Agreement is not intended and shall not be construed to create the relationship of agency, partnership, joint venture, or association, between the FSU and the Facility, or to create an employment relationship between the parties or between either party and the Interns.

9. **Facility Liability.** The Facility while providing an environment for dietetics experiential learning shall not be responsible or assume liability for any acts or negligence of Interns or University Faculty who are involved in the internship instruction program.

10. **Facilities.** The Facility shall provide facilities satisfactory to the faculty of FSU, wherein the dietetics internship program can be conducted. The extent of such facilities shall be decided upon by mutual agreement between the parties.

11. **Emergency Care.** The Facility agrees to use reasonable efforts to facilitate the provision of emergency care and treatment as is reasonably available to Interns participating in the dietetics internship program in the event an emergency situation arises during the hours Interns are engaged in the dietetics internship instruction program at the Facility. Interns receiving such emergency treatment shall be liable for all fees and charges incurred.

12. **Health Insurance.** FSU shall notify all Interns participating in the dietetics internship instruction program that they are responsible for their own health care and health insurance, that the "Facility" is in no way responsible or liable for any Interns' health care or insurance.

13. **Indemnification.** The Parties agree that both Parties are agencies/political subdivisions of the State of Florida and per Opinion of the Attorney General for the State of Florida no agency possesses the legal capacity to indemnify another party in a contract. (Reference: Attorney General Opinion: AGO 78-20). Accordingly, the Parties understand and agree that neither Party may indemnify, defend, or hold harmless a party against claims by a third party. Further, as an agency of the State of Florida, both Parties are thereby covered by state risk management and/or self-insurance program(s) pursuant to Florida law and subject to the limitations and partial waiver of sovereign immunity set forth in section 768.28, Florida Statutes, which provides, *inter alia*, a limited waiver of sovereign immunity by its agencies in the amount of \$200,000 per person and \$300,000 per occurrence for tort claims, and that without admission of additional liability, excess claims may be brought to the attention of the State Legislature for consideration of payment at the discretion of the Legislature. Further, the Parties agree that FSU cannot name another party as an additional insured because the State of Florida's sovereign immunity is not transferable to another party. Accordingly, the Parties agree that FSU's self-insurance coverage described hereinabove shall be deemed sufficient and acceptable in all respects whatsoever. To the extent that there is any litigation, arbitration, or any dispute relative to this Agreement, the parties agree that each party shall be responsible for its own attorney's fees, costs, and charges, regardless of outcome.

14. **Confidentiality.** The Facility understands that, as a state agency/political subdivision, each Party is subject to Florida's Public Records Laws. Both Parties further agree that records regarding the Intern's internship experience are confidential and exempt from public record under Section 1002.22, Florida Statutes, and federal law. The Facility agrees that it will not release said records, except to the FSU or its agents or employees, without the written consent of the Intern or as otherwise provided by law.

15. **Representations and Warranties.** By signing this each party to this Agreement represents and warrants that it has the full power and authority to entered into this Agreement and to carry out the transactions contemplated herein.

16. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, whether oral or written. This Agreement shall not be modified unless in writing assigned by both parties.

17. **Termination.** In the event either party, with or without cause, decides to cancel this Agreement, then that party shall notify the other party in writing 10 days prior to the date of termination specifying

that this Agreement shall terminate on that date and this Agreement shall be terminated as of that date. If an Intern is participating in the internship program at the Facility when notice of termination is provided, The Facility, in its sole discretion, may permit that Intern to complete that internship program.

16. **Applicable Law.** This Agreement shall be governed by the Laws of the State of Florida.

17. **Notices.** Any written notice required by this Agreement or any other notices, reports, letters, etc. shall be mailed to the parties at the following respective addresses:

(a.) **FACILITY**
Stephanie Spicknall, RD
Coordinator, Food and Nutrition Services
District School Board of Pasco County
7227 Land O' Lakes Boulevard
Land O' Lakes, FL 34638

(b.) **The Florida State University**
Associate Dean Mary Ann Moore
College of Human Sciences
242A Sande1s Building
Tallahassee, FL 32306

18. **Binding Effect.** This Agreement shall be binding upon the parties' successors and assigns and legal representatives.

19. **Assignability.** Neither party shall assign this Agreement without the written consent of the other party.

20. **Discrimination.** Neither party shall discriminate on the basis of race, color, sex, nationality or religion in regard to the provisions of this Agreement. In the event such discrimination occurs, then the nondiscriminating party may terminate this Agreement immediately by written notice to the other party.

**THE FLORIDA STATE UNIVERSITY
ACTING FOR AND ON BEHALF OF
THE BOARD OF TRUSTEES OF THE
FLORIDA STATE UNIVERSITY
(INSTITUTION)**

BY: _____
Dr. Mary Ann Moore, Ph.D.
Associate Dean, Research & Graduate
College of Human Sciences

DATE: _____

**THE DISTRICT SCHOOL BOARD
OF PASCO COUNTY, FLORIDA**

BY: _____
Joann Hurley, Board Chair

DATE: _____

