



## 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 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)

August 21, 2012

### MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *Kdg/SMB*

RE: Utah State University Dietetic Internship Agreement

Attached is an agreement between the Utah State University Dietetic Internship Program and the District Food and Nutrition Services Department in order to allow Utah State University students to complete clinical assignments in the Child Nutrition Program. Please reference the attached memo from Julie Hedine, Supervisor of Food and Nutrition Services, for further information regarding this agreement. This contract has been reviewed and approved by Ms. Nancy Alfonso, School Board Attorney, on May 11, 2012.

At this time, we respectfully request that the Board approve the attached agreement for the Utah State University Dietetic Internship Program. There is no cost to the District. This agreement is for the 2012-2013 school year and may be renewed annually upon mutual agreement of both parties. The specific services covered under this agreement are outlined in the attachment for your perusal.

Should you have any questions regarding this agreement, please contact Julie Hedine, Supervisor of Food and Nutrition Services. If I can be of further assistance, please feel free to contact me at your earliest convenience.

KDG/dr

Attachments

Date/Time: August 15, 2012 09:13:00



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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](mailto:jhedine@pasco.k12.fl.us)

**MEMORANDUM**  
FNS-16-13

July 31, 2012

**TO:** Kendra Goodman, Purchasing Agent

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

**SUBJECT: Utah 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.

Utah State University (USU) currently offers an internship program for graduate students in the field of nutrition. USU 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 Utah 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



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AGREEMENT OF UNDERSTANDING  
BETWEEN THE  
UTAH STATE UNIVERSITY DIETETIC INTERNSHIP PROGRAM  
&  
*DISTRICT SCHOOL BOARD OF PASCO COUNTY*

This AGREEMENT is made and entered into on June 1, 2012 between UTAH STATE UNIVERSITY DIETETIC INTERNSHIP PROGRAM, hereinafter called the UNIVERSITY, and DISTRICT SCHOOL BOARD OF PASCO COUNTY, hereinafter called the FSSM FACILITY.

WITNESSETH:

WHEREAS, the UNIVERSITY desires to provide its interns with community nutrition learning activities for the Dietetic Internship Program; and

WHEREAS, the FSSM FACILITY is engaged in providing programs and services to clients, public and staff

NOW, THEREFORE, in consideration of the premises and the mutual agreement hereinafter set forth, the parties hereby mutually agree as follows:

A. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to establish the framework within which the UNIVERSITY and the FSSM FACILITY shall provide learning experiences for dietetic interns.

B. DURATION OF AGREEMENT

The term of this agreement shall be *an annual agreement renewable for additional terms upon mutual agreement of the parties* unless terminated by either party on thirty (30) days written notice to the other. This agreement may be amended at any time upon agreement of the parties hereto, which amendment must be in writing and signed by all parties in order to become effective.

C. THE UNIVERSITY AGREES TO PROVIDE THE FOLLOWING:

1. The UNIVERSITY will assume general responsibility for reviewing the eligibility, placement, instruction, guidance, supervision, and evaluation of its dietetic interns assigned to work with the FSSM FACILITY.
2. Assignment of dietetic interns to the FSSM FACILITY in cooperation with the FSSM FACILITY staff.
3. The UNIVERSITY agrees to designate a faculty member from USU (Dietetic Internship Director) to coordinate with the staff of the FSSM FACILITY and intern(s) during the affiliation.



ATTACHMENT "A"  
INCORPORATED HEREIN

4. The UNIVERSITY agrees to provide for the overall supervision of the interns(s) based upon program objectives and intern needs.

5. The UNIVERSITY agrees to inform dietetic interns that they are subject to general rules, policies, requirements and regulations of the FSSM FACILITY in which they are receiving an educational experience.

6. The UNIVERSITY agrees to assign dietetic interns to the FSSM FACILITY in cooperation with FSSM FACILITY staff. The FSSM FACILITY may limit the number of dietetic interns allowed to work in the FSSM FACILITY.

7. The UNIVERSITY will advise dietetic interns that the FSSM FACILITY has the right to dismiss dietetic interns from the work site for any reason deemed appropriate by the FSSM FACILITY.

8. All information pertaining to dietetic interns and clients of the FSSM FACILITY shall be kept confidential by the dietetic interns.

9. Upon request, the UNIVERSITY shall provide a certificate of insurance and/or documentation assuring professional liability and personal health insurance coverage of dietetic interns while in the foodservice systems management learning experience at the FSSM FACILITY.

**D. THE FSSM FACILITY AGREES TO PROVIDE THE FOLLOWING:**

1. The dietitians/nutritionists/preceptors will cooperate in providing experiences that are consistent with learning objectives established by the UNIVERSITY.

2. The FSSM FACILITY agrees to make its facilities and resources available to dietetic interns enrolled in this program.

3. Plan with the faculty of the UNIVERSITY in selecting and implementing learning experiences in order to fulfill the objectives of instruction.

4. Participate in orientation of the dietetic interns to the FSSM FACILITY its mission, philosophy, and general physical structure. Provide the UNIVERSITY with an adequate description of dietetic interns' responsibilities and any limitations.

5. Upon request, and if possible, provide for classroom, conference room, for instructional purposes.

6. Provide supervision for the intern(s) while that intern is in the FSSM FACILITY, with the understanding that constant supervision of the dietetic intern is not possible.

CONTRACT  
AND  
Kdg/SMB  
8/10/12



7. Provide other essential instructional data as mutually agreed upon between the FSSM FACILITY and UNIVERSITY such as: client records, program background information, and general data to facilitate intern learning.

8. Retain ultimate responsibility for public health programs and services.

E. IT IS MUTUALLY AGREED THAT THE FOLLOWING BE PROVIDED BY THE UNIVERSITY AND THE FSSM FACILITY:

1. Regular meetings with UNIVERSITY Dietetic Internship Director and staff in the FSSM FACILITY will be held to review program needs and to assist the fulfillment of the educational objectives.

2. The Dietetic Internship Director at the UNIVERSITY and the staff in the FSSM FACILITY will plan for appropriate arrangements between the cooperating parties.

3. The teaching plan and resources will be jointly assigned and approved by the UNIVERSITY faculty and the staff in the FSSM FACILITY.

4. Expenses incurred for normal activities in accordance with the terms set forth by the parties to this agreement are to be covered by the party incurring the cost except when prearranged in writing.

F. INSURANCE

It is understood that the FSSM FACILITY will not be responsible for injuries to the dietetic interns that may be sustained while involved in community nutrition learning experiences. See Attachment A. The dietetic interns will not qualify for unemployment compensation, industrial accident remittances or FSSM FACILITY benefits assigned for regular FSSM FACILITY employees.

It is mutually understood that Utah State University is a Body Politic entity of the state of Utah. As such, Utah State University is self-insured with the state of Utah for Liability, Property and Professional Malpractice claims. The state of Utah Division of Risk Management administers the self insurance fund. Students serving on internships are covered by this fund. In addition, Utah State University is covered by the Utah Governmental Immunity Act U.C. A. 63G Chapter 7 et seq. Nothing in this agreement is to be construed as a waiver of any of the rights or responsibilities of that act. All interns are further covered under Utah State University's workers compensation policy with the Workers Compensation Fund of Utah for medical claims incurred while performing internship duties. (U.C.A. 53B Section 403 et. seq.)

G. EQUAL OPPORTUNITY

Kdg/SMB  
8/10/12

The parties to this agreement agree that opportunities will be provided to qualified persons without discrimination because of race, creed, age, color, sex or national origin.

**H. STATUS OF UTAH STATE UNIVERSITY EXTENSION DIETETIC INTERNS**

The UNIVERSITY dietetic interns receiving learning experiences under the terms of this Agreement shall at all times be dietetic interns of the UNIVERSITY. Such dietetic interns are not employees of the FSSM FACILITY and are not entitled to receive any wages, compensation, or other employment benefits from the FSSM FACILITY as a result of participating in the program described in this agreement.

**I. NOTICES**

Any notice, report, or other correspondence required or permitted hereunder shall be deemed to have been properly given or delivered when made in writing and delivered personally, or when sent by United States mail with all necessary postage or charges fully prepaid, return receipt requested, addressed to the party to whom directed as its below specified address:

TO UNIVERSITY:  
Utah State University Dietetic Internship  
%Granite Education Center  
2500 S. State Street, 5<sup>th</sup> Floor  
Salt Lake City, UT 84115  
(385) 646-5570

TO FSSM FACILITY:  
Stephanie Packrall, RD  
Nutrition Specialist  
District School Board of Pasco County  
7227 Land O' Lakes Blvd  
Land O' Lakes, FL 34638-

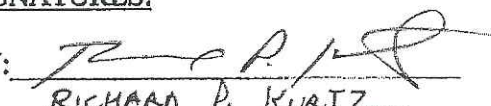
**SIGNATURES:**

BY:


  
Janis Morales  
Executive Director of Finance

**SIGNATURES:**

BY:

  
RICHARD P. KURTZ  
(Please print name below signature.)  
Administrator

BY:

  
Nutrition & Training Coordinator/Preceptor

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Board Member Signature

CONTRACT REVIEWED  
AND REVISIONS  
kdg/smb  
8/10/12

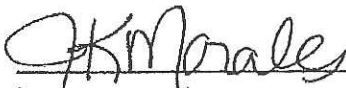


Attachment A – Utah State University

- 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 UTAH STATE UNIVERSITY cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon UTAH STATE 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 UTAH STATE UNIVERSITY shall refund all monies (including deposits) to the School Board within thirty (30) calendar days, if a date cannot be mutually agreed upon to reschedule.


- B) UTAH STATE UNIVERSITY agrees to indemnify and hold the DSBPC 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 UTAH STATE UNIVERSITY and which are not caused or materially contributed to by any officer, employee, agent, or other representative of the DSBPC.
- 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) UTAH STATE UNIVERSITY must provide a Certificate of Liability Insurance in the amount of \$500,000 listing the District School Board of Pasco County as an additional insured.
- G) In the event of a dispute between the parties of this agreement over the terms and conditions of this agreement, the parties will first attempt to resolve the dispute informally. In the event further resolution is needed, the parties agree to first submit the dispute to mediation using a mutually agreed upon mediator, proceeding with litigation.



Utah State University

6/28/12

Date



Cost Center Administrator

7/5/12

Date

Kendra Goodman / SMB

Kendra Goodman, CPPO, CPPB, Purchasing Agent

8/10/12

Date