



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

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

December 17, 2013

### MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

RE: Office for Student Support Programs and Services  
Physical Therapist Assistant Program Agreement  
Board of Trustees, St. Petersburg College  
Contract # 2014000946

The attached agreement with St. Petersburg College is designed to allow the St. Petersburg College students participating in the Physical Therapist Assistant program to obtain clinical experience in a school-based setting. Please reference the attached memo from Ms. Melissa Musselwhite, Director of Student Support Programs and Services, for further information regarding this agreement.

At this time, we respectfully request your approval to enter into this agreement with the above-referenced facility for a period of one year, beginning the date of board approval. There is no cost to the district associated with this agreement. This contract format & content was reviewed and approved by the School District's Attorney, Nancy Alfonso on November 13, 2013.

Should you have any questions regarding this matter, please contact Ms. Melissa Musselwhite, Director of Student Support Programs and Services. If you have any purchasing related questions regarding this agreement, please feel free to contact me at your earliest convenience.

MJW/dp

Attachments

Date/Time: December 11, 2013 09:38:00



## **DISTRICT SCHOOL BOARD OF PASCO COUNTY**

Kurt S. Browning, Superintendent of Schools

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

Office for Student Support Programs and Services  
April Stephenson, Bookkeeper  
813/ 794-2764 727/ 774-2764  
352/ 524-2764 Fax: 813/ 794-2117  
e-mail: astephen@pasco.k12.fl.us

MEMORANDUM  
ESE-13/14-AS-038

**DATE:** December 17, 2013

**TO:** Michael J. Woodall, CPPO, Purchasing Agent

**FROM:** April Stephenson, Bookkeeper of Student Support Programs and Services  
Melissa Musselwhite, Director of Student Support Programs and Services *mm*  
Amelia Van Name Larson, Assistant Superintendent for Student Achievement *AL*

**RE: AGREEMENT BETWEEN BOARD OF TRUSTEES OF ST.  
PETERSBURG COLLEGE AND DISTRICT SCHOOL BOARD OF  
PASCO COUNTY (2013-2014) (Year 1 of 3) Contract # 2014000946**

The Office for Student Support Programs and Services is requesting School Board approval of the attached Agreement between the Board of Trustees of St. Petersburg College and the District School Board of Pasco County. The agreement allows St. Petersburg College students participating in the Physical Therapist Assistant program to obtain clinical experience in a school-based setting while allowing the District to improve its overall educational program by providing opportunities for students to integrate academic theory with practical applications.

Year one will commence on December 17, 2013, and continue through June 30, 2014.

Cost: \$0.00

Thank you for your assistance with this request.

MM/as

**AGREEMENT  
BETWEEN BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE  
AND DISTRICT SCHOOL BOARD OF PASCO COUNTY**

CONTRACT #2014000946

THIS AGREEMENT, made and entered into by and between the BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, Post Office Box 13489, St. Petersburg, Florida, 33733, 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 an approved program of study in the field of Physical Therapist Assistant 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 Physical Therapist 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, ethnicity, religion, sex, age, national origin, marital status, sexual orientation, gender identity, genetic information 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 Agency shall comply with students' privacy rights under federal and state laws regarding students' educational records.

THAT the students must be current and compliant with all Immunizations, Tuberculin Skin Test, and Background Check requirements maintained by the Agency. Failure of a Student to provide evidence of compliance to the Agency may result in rejection of enrollment in the program at the Agency.

**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 orient Agency personnel to the goals and objectives of the learning experiences.
4. To maintain accountability for final evaluation of the student.
5. To obtain prior written approval of the Agency before publishing any materials related to the learning experience provided under the terms of this Agreement.
6. To comply with all applicable federal and state laws and regulations, and rules and policies of the Agency regarding the confidentiality of patient information.
7. The College, through the Florida College System Risk Management Consortium (FCSRMC), shall obtain and maintain occurrence-type professional liability insurance coverage in amounts not less than \$2,000,000 per incident and \$5,000,000 annual aggregate covering the students and any faculty members for instruction/supervision of students only. The College shall provide a certificate of insurance to the Agency evidencing such insurance coverage if required by the Agency. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
8. The College shall maintain student accident insurance for participating students providing coverage for accidental medical expenses, accidental dismemberment, and accidental death.
9. The College agrees that it will indemnify and hold harmless the Agency, its officers, directors, employees, and agents from and against all loss and damage, including costs, expenses, and reasonable attorney's fees on account thereof, that maybe sustained or incurred by reason of any and all claims, demands, suits, actions, and judgments, and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to the negligent or wrongful acts or omissions of the College pursuant to this Agreement. Notwithstanding the foregoing, any indemnity and hold harmless provided herein by College shall be limited to and subject to the extent and limitation of Chapter 768.28, Florida Statutes and the above provision shall in no way act as a waiver of College's sovereign immunity beyond that provided in Section 768.28, Florida Statutes or as a waiver of any other defense that College may have to such claims.
10. During those hours participating in the program, 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 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. Those students who are already employed by the agency may continue their employment but their employment hours shall not be concomitant with their training hours.

THE RESPONSIBILITIES OF THE AGENCY ARE:

1. To provide opportunities for observation and learning experiences in the selected programs of the Agency.
2. To designate a coordinator from its staff to act as the liaison with the College in connection with this Agreement.
3. To provide an orientation for students and faculty to the physical facilities, policies and procedures of the Agency.

4. To maintain ultimate responsibility for the care and treatment of all patients / clients.
5. To provide students with emergency accident care for injuries, or illnesses incurred while on duty at the Agency. Payment of the emergency accident care shall be the personal responsibility of the student at the student's expense, unless coverage is provided under the student accident insurance.

THIS AGREEMENT shall become effective once executed by both parties and operate until June 30, 2014 (hereinafter the "Initial Term"). Following the Initial Term, the parties shall have the option of renewing the Agreement for two additional one-year terms by mutual agreement of the parties.

THIS AGREEMENT may be terminated with or without cause upon the giving of thirty days written notice by either party to the other party; 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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

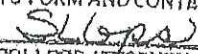
BOARD OF TRUSTEES OF  
ST. PETERSBURG COLLEGE

By: 

Name: Phil Nicotera

Title: Provost, Health Education Center

Date: Nov. 18, 2013

APPROVED  
AS TO FORM AND CONTENT  
  
COLLEGE ATTORNEY

Approved by: PN

On: 4/8/13