

AGREEMENT BETWEEN
THE SCHOOL BOARD OF SAINT LUCIE COUNTY, FLORIDA
AND
ST. LUCIE SURGERY CENTER

This Agreement is entered into by between The School Board of Saint Lucie, Florida, 4204 Okeechobee, Fort Pierce, Florida 34947, hereinafter referred to “**SCHOOL BOARD**” and **St. Lucie Surgery Center**, 1310 SE West Star Avenue, Port St. Lucie, 34952 hereinafter referred to as “**AGENCY**”.

WHEREAS, the **SCHOOL BOARD** through Career and Technical Education is conducting the Health Careers educational program for the purpose of providing skilled workers for the Health Service Industry; and

WHEREAS, the **AGENCY** has the clinical facilities to assist in the said educational program and is desirous of participating in this program for the benefit of the entire community;

NOW THEREFORE, in consideration of mutual promises and other good and valuable considerations, the parties hereto agree to the following:

1. **Term of Agreement:** The term of this Agreement shall be from September 1, 2010 through June 30, 2011.
2. **THE AGENCY’s Responsibilities**
 - a. The **AGENCY** agrees to allow students and faculty, at their own expense, to use the cafeteria facilities provided for personnel.
 - b. The **AGENCY** will consult with faculty members concerning policies which will affect or are related to the educational programs.
 - c. The **AGENCY** shall not be responsible for student’s personal property.
 - d. The **AGENCY** will provide students and faculty with first aid only in case of illness or injury incurred while on **AGENCY** premises.

- e. While the **AGENCY** agrees to assist in the guidance and supervision of students and to cooperate in evaluating student performance, the responsibility for student performance remains with the **School Board**.
- f. The **AGENCY's** Registered Nurse (RN) and Certified Nursing Assistant (CNA) trainer, Patient Care Assistant (PCA) trainer, or Home Health Assistant (HHA) trainer, whichever trainer is appropriate for each student, shall complete a written evaluation for the student to be given to the classroom instructor to be utilized as part of the overall grading process. The RN and appropriate trainer shall not be required to complete an evaluation for any student leaving early or failing to complete the required training.

3. The SCHOOL BOARD's Responsibilities:

- a. The **SCHOOL BOARD** shall be responsible for classroom instruction, selection of students, curriculum, maintaining records, evaluation of programs and all educational experiences through employed certified instructors within guidelines established by the State Department of Education.
- b. The certified instructor shall select clinical educational experiences based upon the need of the student to meet the objective of the program. The certified instructor shall be responsible for maintaining cooperative relationships with **AGENCY** staff.
- c. Student activities shall be specified in writing by the certified instructor and agreed upon **AGENCY's** department supervisor.
- d. The **SCHOOL BOARD** shall ensure that at no time will any student with a known infectious condition, or mental disability, presenting a hazard to the patients, **AGENCY** staff, or students, be assigned to the clinical area.
- e. The **SCHOOL BOARD** agrees to withdraw any student from the clinical area when the student is unacceptable to the **AGENCY** for reasons of health, performance, or any other reasonable causes.
- f. The **SCHOOL BOARD** agrees to comply with the established policies and practices of the **AGENCY** where applicable, and not in

conflict with **SCHOOL BOARD** Rules and State and Federal laws or regulations.

- g. The **SCHOOL BOARD** will schedule the educational programs during 7:00 a.m. through 2:00 p.m. Holidays will be consistent with the regular calendar, unless otherwise specified.
- h. The **SCHOOL BOARD** shall assign only those students who have:
 - 1) maintained a 70% grade in the classroom work
 - 2) successfully completed American Heart Association Health Care Provider CPR training
 - 3) provided documentation of proof of rubella and rubeola vaccination or antibodies; proof of negative PPD no older than 6 months prior to clinical experience (if positive, must show negative chest x-ray); varicella status; and
 - 4) shown proof of Hepatitis B Vaccine or those signing declination.
- i. The **SCHOOL BOARD** shall provide **AGENCY** with list of all students expected, with the understanding that said students shall follow the **SCHOOL BOARD's** Rules and **AGENCY** Rules at all times.
- j. The **SCHOOL BOARD** shall allow **AGENCY** to deny attendance to any student not on the roster of students scheduled for training.
- k. As provided in Section 1012.468(3)(a), Florida Statutes, the **SCHOOL BOARD** may search the names or other identifying information of those **AGENCY** employees who have direct contact with students against the registration information maintained by the Florida Department of Law Enforcement under Section 943.043, Florida Statutes, and by the United States Department of Justice under 42 U.S.C. § 14071.

4. General Provisions

- a. The students will be evaluated by a certified instructor, to be assigned by the **SCHOOL BOARD**, in cooperation with the assigned representative(s) of the **AGENCY**.

- b. Students who are eligible to participate will be selected by faculty representatives of the **SCHOOL BOARD** according to the following criteria: high scholarship, good attendance record, exemplary citizenship, and appropriate career goals.
- c. Any student can be denied admittance to **AGENCY** for failure to dress properly or report timely for training experience.
- d. Students shall at all times be under the direction of a RN, CAN, PCA, or HHA trainer.
- e. Students shall report to the Assistant Director of Nursing, or the **AGENCY's** designee, upon arriving at the **AGENCY** property, before leaving the **AGENCY** premises, and for any problems that arise during training activities.
- f. Students desiring entrance to a Health Occupations Educational program offered by the **SCHOOL BOARD** are required to have student liability insurance coverage as a prerequisite to admissions to the program. Insurance shall be purchased by the **SCHOOL BOARD**.
- g. Student insurance must include coverage for accidental injuries to the student and liability insurance in the event another person is injured by the acts or negligence of the student.
- h. The instructor shall be allowed to enter the **AGENCY** property for the purpose of conferencing with the **AGENCY** staff regarding students or for observing specific students performing training activities.
- i. Each student is required to wear a uniform, with program identification, while on **AGENCY** premises.
- j. All services rendered by students pursuant to this Agreement shall be uncompensated and said services for **AGENCY** employees and patient shall be deemed to have been performed by volunteers.
- k. The instructor, as with all employees of the **SCHOOL BOARD**, shall be covered by insurance provided by the **SCHOOL BOARD**.

- l. The **SCHOOL BOARD** will disclose information from a student's educational record, as appropriate, to personnel at the **AGENCY** who have a legitimate need to know and in accordance with Section 1002.22, Florida Statutes and the Family Educational Rights and Privacy Act. The **AGENCY** hereby agrees that its personnel will use such information only in furtherance of the clinical education program for the student, and that the information will not be disclosed to any other person without the parent's prior written consent or without the student's prior written consent if the student is at least 18 years old.
- m. The **AGENCY** hereby assumes, releases and agrees to indemnify, defend, protect and save **SCHOOL BOARD** harmless from and against any loss of and/or damage to the property of **AGENCY**, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from negligence or willful misconduct of **AGENCY**, its employees, agents or independent contractors.
- n. Either party may terminate this agreement, prior to the end of the fiscal year, (June 30th), by providing thirty (30) days written notice by registered mail.
- o. This instrument embodies the entire agreement of the parties and shall not be altered, changed, or modified in any respect except by an instrument of equal dignity to this instrument. All captions are solely for easy reference and not a part of this agreement.
- p. This Agreement shall not be construed against the party who drafted the Agreement. Both parties have sought necessary legal opinions as to the legal adequacy of the Agreement.
- q. The Agreement shall not be assigned in whole or in part, without the express written consent of the **SCHOOL BOARD** and the **AGENCY**.

(Signatures contained on next page)

ST. LUCIE SURGERY CENTER

By: _____
Administrator

Date: _____

THE SCHOOL BOARD OF SAINT
LUCIE COUNTY, FLORIDA

By: _____
Chairman

Date: _____

Attest:

Approved as to Form:

Michael Lannon, Superintendent

Dan Harrell, School Board
Attorney

Filed with the Clerk of the School Board
this ___ day of _____ 2010.