



MANATEE COUNTY
FLORIDA

March 26, 2013

The Honorable Rick Scott
Governor
State of Florida
The Capitol
400 South Monroe Street
Tallahassee, FL 32399-0001

Dear Governor Scott:

Manatee County is recommending the appointment of Michael Gallen, Manatee County Commissioner, District Two to the Suncoast Workforce Board. Mr. Gallen has served Manatee County for over two years as a County Commissioner and his membership is recommended.

Thank you for your consideration of this request.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

A handwritten signature in black ink that reads "Larry Bustle". The signature is written in a cursive style with a horizontal line underlining the name.

Larry Bustle
Chairman

JRC:jw

P.O. Box 1000 * 1112 Manatee Avenue West, 9th Floor * Phone: 941.748.4501 * FAX: 941.745.3790
*Board of County Commissioners * www.myanatee.org*

LARRY BUSTLE * MICHAEL GALLEN * JOHN R. CHAPPIE * ROBIN DISABATINO * VANESSA BAUGH * CAROL WHITMORE * BETSY BENAC
District 1 District 2 District 3 District 4 District 5 District 6 District 7

**Agreement for Manatee High School Student Mentoring and Shadowing between
The School Board of Manatee County
and
Manatee County**

This Agreement is made between the School Board of Manatee County, Florida, (herein “School” or “School Board”), and Manatee County, a political subdivision of the State of Florida (herein “the County”).

WHEREAS, the School Board, through its individual Schools, provides Educational Services, which include workforce development programs as more fully described herein; and

WHEREAS, it is beneficial to Manatee County’s government, economic health and citizens to ensure its students are exposed to career alternatives and to local government operations; and

WHEREAS, the School Board authorizes a variety of diverse high school career “academies”, which seek to provide opportunities for students to be exposed to the business environment of local businesses and government and to shadow county staff for that experience; and

WHEREAS, high school medical academies are specifically desirous of using the facilities and services of COUNTY’s Public Safety Department, Division of Emergency Medical Services, hereinafter referred to as “EMS,” to help implement a portion of the clinical training for the Educational Services, all upon the terms and conditions hereinafter stated; and

WHEREAS, while the COUNTY and SCHOOL BOARD have an existing interlocal agreement allowing the COUNTY to actively participate in the Paramedic program at MTI through providing instructional services and training experiences, the Parties do not have any agreement covering the more passive activities of job shadowing/mentoring provided by the SCHOOL BOARD’S academies; and

WHEREAS, it is of mutual interest and benefit that the students enrolled in academies within the COUNTY are provided the opportunity to shadow and be mentored in COUNTY work sites while the Parties also clearly define their respective rights and obligations herein.

NOW, THEREFORE, in consideration of the foregoing, Parties hereby agree as follows:

I. RESPONSIBILITIES OF THE SCHOOL: School shall perform all of the following duties and obligations with due diligence, due care and in good faith:

A. Provision to Provide Educational Services: The School shall provide to the County via the involved student the defined requirements and expectations for the shadowing experience in advance of the scheduled participation.

B. Non-Discrimination: The School, its personnel and academy students shall not discriminate against any other person on the basis of sex, race, creed, color, age, national origin, age or disability when administering or participating in an academy activity on County property or with County personnel. The School shall ensure that students are aware of this prohibition, and ensure students are respectful and professional during academy activities with the County.

C. Cooperation with Respect to Educational Services: Subject to the policies and procedures of the County, and relevant Fire Districts, the School will work with assigned students to ensure their understanding of a professional work environment. The County may deny participation by any student who fails to comply with County's policies and procedures, who hinders, interferes with or unduly inconveniences the operations of the County, or for any other reasonable cause.

D. Incident/Injury Reporting: The School shall be responsible for advising its personnel and students to report any incident/injury that occurs during the performance of any services by such personnel or students under this Agreement or that is witnessed as having occurred on the property of the County. SCHOOL BOARD and County shall be responsible for implementing the post-exposure evaluation protocol established in **Exhibit B** to the extent the student's participation relates to EMS activities. Neither the School, the program, its personnel, nor the County shall be fiscally responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. Students shall provide a release (**Exhibit C**) for County as consideration for the career education exposure furnished by County. The School, its personnel and students shall be responsible for compliance with any State or federal statutes, regulations, rulings or orders, including those related to student academic programs, student safety, student transportation and academic shadowing.

E. Insurance: During the term of this Agreement and any extension thereof, the School shall maintain, at its own cost and expense, professional liability insurance or a self-insurance program with minimum coverage of at least \$1 million per occurrence and \$3 million in the aggregate. If such coverage is pursuant to a claims-made policy, and it is terminated for any reason during the term of this Agreement or during a period of four (4) years after the termination of this Agreement, then the School will obtain and maintain tail or prior acts coverage for a period of four (4) years after termination thereof. In addition, the School agrees to maintain general liability insurance to cover its actions and those of its personnel, and workers' compensation coverage in such amounts as may be required by law. Upon request of COUNTY, the School will provide a certificate of insurance verifying coverage, and will notify COUNTY in writing within five (5) business days of any cancellation or adverse modification of such insurance coverage. In the event the School elects to cover any of the insurance requirements above via self-insurance, the School shall provide the County with documentation concerning its self-insurance program and its ability to meet such requirements as the County's Risk Manager may require. If the School fails to obtain or maintain the insurance or provide the information required hereunder, COUNTY at its option may terminate this Agreement.

F. Indemnification and Third Party Beneficiary: Each Party, as a political subdivision as defined by Florida Statute § 768.28, agrees to indemnify the other Party and hold it harmless as to any claim, judgment, or damage award whatsoever arising out of or related to that indemnifying Party's own negligent or wrongful acts or omissions, to the extent permitted by law. The Parties understand that pursuant to Florida Statute § 768.28(19), a political subdivision is not entitled to be indemnified or held harmless by another political subdivision for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party to the extent applicable, and each Party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The Parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

G. Health Insurance Portability and Accountability Act (HIPAA): For students participating in a medical academy, the School shall carry out its obligations under the Agreement in

compliance with the privacy regulation pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of the Billing Services provided hereunder. In conformity therewith, the School agrees it will:

1. Not use or further disclose PHI except as permitted under this Agreement or required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
3. Mitigate, to the extent practicable, any harmful effect that is known to the School of a use or disclosure of PHI by the School except as permitted by this Agreement.
4. Report to COUNTY any use or disclosure of PHI not provided for by this Agreement of which THE SCHOOL becomes aware.
5. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining COUNTY and THE SCHOOL's compliance with HIPAA.

The specific uses and disclosures of PHI that may be made by COUNTY on behalf of THE SCHOOL include:

1. THE SCHOOL, its employees and students are only permitted to use or disclose PHI related to treatment of the patient to which they provided care in accordance with the HIPAA during its association with COUNTY.
2. THE SCHOOL will compel employees and students to sign acknowledgement affidavits acknowledging receipt and understanding of HIPAA rules.
3. THE SCHOOL will also take appropriate disciplinary actions against employees and students who violate HIPAA regulations.
4. THE SCHOOL will insure all participating employees and student personnel will have been instructed in County HIPAA Training prior to ride time. THE SCHOOL will assume all expense for training.
5. The School BOARD agrees to hold harmless and indemnify COUNTY from any civil or administrative action resulting from a breach of patient privacy by THE SCHOOL, its agents or students. The Parties agree that the limits of District's liability under this Section are set forth in Florida Statute § 768.28, and nothing herein shall be construed as a waiver of any immunity available the Parties under prevailing law.

H. Miscellaneous: Students shall dress appropriate for a work environment, and be responsible for their own transportation and food consumption before, during and after participating in shadowing/mentoring academy activities with County staff or on County facilities.

II. RESPONSIBILITIES OF THE COUNTY: County staff shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. In general:

1. Personnel will recognize the student as a participant in an educational program, and will be willing to cooperate as appropriate to make arrangements for teaching situations for the student that will contribute to his growth and development of skills.

2. Students shall not receive compensation for their participation in the above educational experiences.
3. At the end of the experience, an evaluation will be completed for each student in terms of his personal characteristics, knowledge and performance of skills.
4. The student will be subject to the rules and regulations of the County and relevant Fire Districts or other work sites. The County will have the right to discontinue participation of any student on its premises, upon consultation with the School program coordinator.

B. Provision of Facilities and Equipment: County shall provide appropriate space designated by the facility for the educational experience, plus any equipment, expendable supplies and services necessary for the proper operation of the educational experience. In connection with the foregoing, EMS shall be responsible for compliance by its personnel with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment.

C. Provision of Educational Experience: EMS shall have adequate means for educational experiences, including:

- providing opportunities for observational and practice experiences in the pre-hospital setting
- assisting in the orientation of THE SCHOOL personnel and students to the physical facilities, policies, and procedures of the facility, as required
- allowing THE SCHOOL personnel and students, at their own expense, to use cafeteria facilities, if available
- retaining overall responsibilities for quality of patient care

III. INDEPENDENCE OF THE PARTIES; NO CONNECTION TO REFERRALS: In the performance of their separate businesses, it is understood and agreed by Manatee County and the School that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the School and Manatee County other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other. Each Party shall be and remain responsible for all hiring and firing decisions relating to its personnel. The Parties shall, by separate writing, designate their respective Contract Administrators as their respective representatives concerning this Agreement. Either Party may change its designation upon written notice to the other Party.

IV. TERM, TERMINATION AND RENEWAL:

A. Term and Renewal: Notwithstanding the actual dates of execution by the Parties' agents, this Agreement shall be in effect from 12:01 a.m. on January 1, 2013 through midnight on December 31, 2014. Thereafter, this Agreement shall automatically renew for successive one (1) year periods, unless either party shall notify the other party of its intention to terminate as outlined in (b) and (c) below.

B. Termination Without Cause: Either Party may terminate this Agreement at any time upon written notice given at least sixty (60) days before the intended date of termination.

C. Termination for Cause: Either Party may terminate this Agreement at any time for cause, which shall occur under the following circumstances:

(i) Any party's failure to fulfill its obligations specified in this Agreement, if such failure continues beyond a period of ten (10) days after notice thereof has been provided to the breaching Party by the other Party;

(ii) Any action by a Party that in any way jeopardizes the other Party's license(s), or the license(s) of the other Party's employees, issued by the applicable Florida authorities, or jeopardizes the certification of the other Party by any appropriate authority.

D. Effect of Illegality or Reimbursement Changes: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the Parties, finds this Agreement or any non-severable part thereof, to be illegal or unenforceable, then the Parties agree to negotiate in good faith to amend this Agreement. If necessary, this Agreement shall be deemed suspended until such amendment can be accomplished. Otherwise, the Parties agree, for a period of sixty (60) days, to restructure the practical conduct of this contractual arrangement in a manner that will eliminate the illegal or unenforceable aspects thereof.

V. NOTICE. If any notice is to be given pursuant to this Agreement, such notice shall be in writing, shall be deemed given upon receipt and shall be given by prepaid United States Mail, certified or registered, return receipt requested, to each Party at the address of its principal office as specified below (or at such other address as a Party may designate in writing from time to time in a notice given in accordance with this Section):

If to County: County Administrator
Manatee County
Post Office Box 1000
Bradenton, Florida 34206

If to School: Manatee Schools c/o: Doug Wagner,
215 Manatee Avenue W.
Bradenton, FL 34205

With copy to: Human Resources Director
Manatee County
Post Office Box 1000
Bradenton, Florida 34206

With copy to: Manatee Schools c/o:
School District Attorney.
215 Manatee Avenue W.
Bradenton, FL 34205

VI. ASSIGNMENT; BINDING EFFECT: This Agreement and the rights and obligations created hereunder shall not be assignable by either Party without the prior written consent of the other. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and upon their respective successors and assigns. The transfer of responsibility or change in the name of any entity or division or unit under either Party shall not be deemed a transfer or assignment.

VII. ENTIRE AGREEMENT; AMENDMENT: This Agreement, including its attached Exhibits A - D, constitutes the entire agreement of the Parties and supersedes any prior agreements or understandings, whether oral or written, concerning the subject matter hereof. Unless otherwise specified herein, this Agreement may not be changed orally and may only be changed by an agreement in writing signed by all Parties. The attached Exhibits may be revised

by County and School as required to comply with any applicable laws or administrative rules.

VIII. CONSTRUCTION AND INTERPRETATION:

A. Governing Law; Venue: This Agreement shall be construed pursuant to and governed by the laws of the State of Florida. Venue for any action arising hereunder or in connection herewith shall be exclusively within Manatee County, Florida, with respect to any state claim, and the Middle District of Florida, Tampa, Florida, for any federal claims not raised in the state courts.

B. Headings: The headings of the various sections and paragraphs in this Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this Agreement.

C. Severability: If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be reformed to the maximum extent permitted to preserve the Parties' original intent as agreed by the parties, failing which, it shall be severed from this Agreement with the balance of the Agreement continuing in full force and effect. Such occurrence shall not have the effect of rendering the provision in question invalid in any other jurisdiction or in any other case or circumstance, or of rendering invalid any other provisions contained herein to the extent that such other provisions are not themselves actually in conflict with any applicable law. If such holding frustrates the original purpose and intent of this Agreement, then this Agreement shall be deemed terminated.

D. Waiver of Breach: The waiver by any Party of a breach of any provision of this Agreement by the other shall not be construed a waiver by such Party of any subsequent breach.

E. Attorneys' Fees: In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s).

F. No Third-Party Beneficiary: This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the parties to enter this Agreement for any other person or entity's benefit.

H. Counterparts: This Agreement may be executed in one or more counterparts, each being deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as follows:

SCHOOL BOARD OF MANATEE COUNTY

MANATEE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: Karen Caputo
Manatee County School Board Chairman

By: Larry Bustle
Larry Bustle, Chairman - 3/12/13



TEST: R.B. SHORE
Clerk of the Circuit Court

By: Debi Jessner
Deputy Clerk

Agreement for Student Job Shadowing/Mentoring Program Schedule of Exhibits:

- | | |
|-----------|--|
| Exhibit A | -Program Documentation Requirements |
| Exhibit B | -Description of Post-Exposure Protocols for Student Exposures to Bloodborne Pathogens during Clinical Practice |
| Exhibit C | -Application for Student involvement with Manatee County for Job Shadowing/Mentoring Opportunity |
| Exhibit D | -School Notification Letter for Adult Health Occupation Student (exposure) |

EXHIBIT A

DOCUMENTATION REQUIREMENTS

School shall obtain and make available to County for all school personnel and students participating in mentoring/shadowing academy placements dealing with EMS assignments evidence and documentation of meeting requirements for patient contact that include:

All student records are to be maintained by and as the confidential property of Manatee County Schools.

1. Requirements for school personnel participation in student instruction within EMS and employed by Manatee County Schools shall include:

- (A) Copy of current Health Care Provider CPR Card

2. Health screening and additional requirements for school personnel and students participating in clinical assignments within the scope of approved curriculum include:

- (A) Offering of Hepatitis B Vaccine*

- (B) Follow-up if exposure to:*

1. HIV

2. HBV

3. HCV

- (C) Screening from Manatee High School SRO*

- (D) Drug Screen*

3. Additionally, each student shall provide evidence of completion of orientation materials tailored to the specific functions performed within EMS. Orientation content shall be identified by EMS. Evidence of completion by post test score, validation of checklist criteria, and signed confidentiality agreement shall be supplied to EMS prior to the commencement of any clinical experience.

4. All school personnel and students are prohibited from caring for patients with suspected or diagnosed tuberculosis.

5. The EMS reserves the right to refuse any student the opportunity to participate in clinical ride time on their ambulances for failure to comply with the above requirements.

* School shall be responsible for paying for or requiring its students to pay for any cost incurred. For continuing education health courses under 100 hours, participants will have drug screening and background checks verified by the employing EMS. Participants are required to provide Manatee High School with this documentation.

EXHIBIT B

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS WHILE SHADOWING WITH EMS

Reporting, initial assessment, and surveillance of students who are exposed to a bloodborne pathogen under this agreement will be conducted utilizing the procedures described in the EMS *Exposure Control Plan for Management of Bloodborne Pathogens* with the following exceptions:

1. In the event a student is exposed to blood or other potentially infectious materials, the student shall notify the EMS Designated Reporting Official (DRO) for investigation and evaluation of exposure significance.
2. DRO shall provide the **Notification Letter for Manatee High School Student** (exhibit E) to the exposed student to sign and date. DRO shall immediately contact the Manatee High School Administrator and provide a copy of the signed **Notification Letter for Manatee High School Students** to them and retain a copy for their records.
3. If applicable, DRO shall immediately advise the exposed student to go to their family physician, urgent care facility or hospital emergency room to seek immediate evaluation and treatment.
4. DRO shall attempt to obtain consent from the source individual to have their blood tested to determine HBV, HCV and HIV infectivity and provide that information to the student through their designated licensed healthcare professional. THE SCHOOL will be responsible for any and all costs associated with this source testing when required only for the benefit of School's personnel and students.
5. DRO shall comply with all federal, state and local regulations related to maintaining medical confidentiality and protection of personal health information.
6. The School District of Manatee County and Manatee County are not responsible for the payment of costs related to a student's post-exposure evaluation, prophylaxis, counseling and/or treatment. The student is responsible for the payment of all costs related to exposure evaluation and treatment.
7. School shall advise students of the risk of exposure to bloodborne pathogens and that costs for post-exposure counseling, prophylaxis and treatment shall be the responsibility of the student. School shall obtain an acknowledgment and release for the County from its personnel and students in the attached form (Exhibit C) pertaining to all costs and harm that may arise as the result of exposure to tuberculosis, bloodborne pathogens and other diseases. Manatee County reserves the right to require modifications to any release form being used in this internship program where changes in law or other reasons so require.

EXHIBIT C

MANATEE COUNTY GOVERNMENT

APPLICATION FOR STUDENT INVOLVEMENT WITH MANATEE COUNTY FOR JOB SHADOWING/MENTORING OPPORTUNITY

In consideration of the terms and conditions below, _____ (Student) requests to participate, through the _____ high school academy, in the following job shadowing/mentoring opportunity with Manatee County government: _____, and _____ (high school principal) approves of Student's participation in job shadowing/mentoring as part of the School's academy program, and the Manatee County _____ Department agrees to provide relevant job shadowing/mentoring opportunities to the Student under the following terms and conditions:

Start Date: _____ End Date: _____

Days and Times of Week on-site shadowing/mentoring will occur: _____

Student shall report to the following location each scheduled day: _____

Student agrees and understands that the School District has by agreement indemnified the County for claims for injuries or losses arising as a result of the shadowing/mentoring not the result of the intentional or negligent acts of the County. Student agrees to abide by the terms of that agreement, as well as every rule, policy, law or procedure the District, County or other controlling authority requires when the Student is participating in shadowing/mentoring opportunities.

Student understands it is his or her responsibility to obtain transportation to and from County work sites, and to purchase any food or beverage to be consumed during the day. County staff will NOT provide such things, nor in the case of participation with EMS Division, permit Students to sleep or otherwise occupy EMS stations outside of periods of active shadowing, as determined by EMS command staff and relevant Fire District command staff.

Student and his/her parent/guardian agree to indemnify and hold harmless Manatee County, including its agents and employees, against any and all damages, injuries, liabilities or expenses, including attorney fees of any kind connected with Student's participation in mentoring/shadowing opportunities with the County, and agree further to hold and agrees to hold harmless the County for such injury or damage except any such injuries or damages arising from the negligent or intentional acts of employees of Manatee County.

Student may not initiate or maintain romantic or social relationships with County employees with whom the Student mentors or job-shadows, including the maintenance of Facebook friendships or similar social media relations. Students shall not provide their personal cell phone numbers or e mail addresses to County employees unless approved first by a Manatee County Department Director in advance. Students who violate this provision shall be disqualified from further participation in shadowing/mentoring opportunities.

Students must show up on time to begin the day, and have a means of returning to school or home at the end of the days and times noted above for such activities. Students may not engage in job shadowing/mentoring outside of the dates and times set forth above absent execution of a new application setting forth the new schedule.

Students may not use County equipment, vehicles or communications devices outside of direct physical oversight of County staff, and then only for purposes related to valid shadowing/mentoring activities.

Students acknowledge that the opportunity they are seeking is job shadowing/mentoring associated with a high school's academic programming. This is NOT A CLINICAL PROGRAM, INTERNSHIP, OR STUDENT-WORKER AGREEMENT. Thus, while the Student may occasionally perform basic tasks in a supervised setting to experience how work is performed, the Student is **not permitted to conduct actual work** for the County, but must remain in the role of an observing Student, who is learning about a given career more by observation and discussion than by performing tasks. Student acknowledges that no offer of compensation has been made, and that availing him/herself of a job shadowing/mentoring opportunity does not entitle Student to any payment whatsoever.

Student may not begin participating in mentoring activities unless this application has first been signed by all parties listed below.

Student

Parent/Guardian

Student's Principal

County Department Director

School Board of Manatee County

P.O. Box 9069
Bradenton, Florida 34206-9069

David E. Gayler, Ph.D
SUPERINTENDENT

215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941) 708-8770
FAX (941) 708-8686

SCHOOL BOARD
KAREN CARPENTER*
CHAIRMAN*
JULIE B. ARANIBAR
VICE CHAIRMAN
ROBERT C. GAUSE
BARBARA A. HARVEY
DAVE "WATCHDOG" MINER

Notification Letter for Manatee High School Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

You, _____, were involved in an incident where you may have been exposed to blood and/or other potentially infectious materials on _____.

(Date)

You must consult with your family physician, urgent-care facility or hospital emergency room for further evaluation and follow-up.

This is a very important health matter and your prompt attention is necessary to avoid any possibility of complications in the future.

Please complete the Adult Health Occupation Student section below. The business entity shall provide a copy of the signed letter to you and a copy to your instructor.

Please call your instructor if you have any questions or concerns.

Signature

Health Care Facility

TO BE COMPLETED BY Manatee High School STUDENT

I, _____, acknowledge receipt of this letter.
(Print Student's Name)

Manatee High School Student's Signature

Date Signed

March 12, 2013 - Regular Meeting
Agenda Item #25

Subject

Manatee County and School Board of Manatee County Mentoring and Shadowing Program

Briefings

None

Contact and/or Presenter Information

Ronald J. Koper, Jr., Interim Director, ext. 3511

APPROVED in Open Session

Manatee County Board of County
Commissioners

Action Requested

Approve execution of Agreement for Student Mentoring and Shadowing Program between the School District of Manatee County and Manatee County.

Enabling/Regulating Authority

Chapter 401, Florida Statutes; Section 401.265(1); Chapter 64-J-2.004, Section 401.2701, Florida Statutes; Florida Administrative Code; Section 2-Purposes: pages 1-11 of the Manatee County Comprehensive Plan; Protect the public health, safety, and welfare.

Background Discussion

The School Board authorizes a variety of diverse high school career "academies" wherein students require mentoring or field internship in different county departments.

This agreement provides for student field internship with Manatee County, including the Public Safety Department, Division of Emergency Medical Services.

The mentoring, shadowing, or field internship provides an enhancement to the High School Program and allows students to be exposed to the business environment of local businesses and government.

EMS field internship involves increased risk exposure, which has been addressed in this agreement.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Eschenfelder

Instructions to Board Records

Please send an executed copy of the agreement to Public Safety Dept., attn: Sheri Fintel (sheri.fintel@mymanatee.org), and Manatee County School Board, Suzette Ventrone (ventrones@manateeschools.net). Snt copies to Sheri & Suzette via email 3/15/13 SS

Cost and Funds Source Account Number and Name

n/a

Amount and Frequency of Recurring Costs

no financial impact

Attachment: [RLS 12-316 Interlocal Agreement Job Shadowing with school district.pdf](#)

Attachment: [High School Agreement signed by SB.pdf](#)



Office of
**MANATEE COUNTY
ATTORNEY**

Mitchell O. Palmer, County Attorney*

James A. Minix, Chief Assistant County Attorney
Maureen S. Sikora, Assistant County Attorney**
Robert M. Eschenfelder, Assistant County Attorney
Rodney C. Wade, Assistant County Attorney**
William E. Clague, Assistant County Attorney
James R. Cooney, Assistant County Attorney
Sarah A. Schenk, Assistant County Attorney**

MEMORANDUM

TO: Karen Windon—Deputy County Administrator

THROUGH: Mitchell O. Palmer—County Attorney *MOP 12/28/12*

FROM: Robert Michael Eschenfelder—Assistant County Attorney *RME*

DATE: 26 December 2012

RE: Interlocal Agreement for Job Shadowing with School District (RLS 12-316) (CAO File: 1040-480)

In RLS 12-316, you indicate that the Manatee County School District operates “academies” out of its various high schools. These academies have, as a component of their educational program, the opportunity for students to be mentored by local employers and “shadow” professionals as a means to learn about career options and, in the case of mentoring with Manatee County departments, allows students to learn about the workings of their County government.

While the County sees the clear benefit to allowing students to be mentored and allow job shadowing, issues of liability, relationships between the parties, and the like need to be addressed. While the County and School District have an interlocal agreement concerning the Paramedic program at MTI (more of a hands-on clinical experience), the parties need to have a similar agreement to cover the more passive job shadowing opportunities, which may come from any department. You have asked for the drafting of an agreement to address the legal concerns, and have forwarded a draft you wrote based on the MTI agreement.

I have reviewed the draft, and advise that while good overall, I have made numerous edits to better reflect that the agreement covers all County departments, not just EMS. Also, I have revised the application form to let applying students know the responsibilities they must keep to participate. Once the District has approved the agreement, it will be in sufficient form to place on the Commission agenda for approval.

I trust this adequately responds to your request for service. If you have other questions, please feel free to contact me.

c: Ed Hunzeker—Manatee County Administrator
Dan Schlandt—Deputy County Administrator
Dale Garcia—Human Resources Director

*Board Certified in Construction Law

** Board Certified in City, County & Local Government Law

From: [Steviemarie Snyder](mailto:Steviemarie.Snyder)
To: "sheri.fintel@mymnatee.org"; "ventrones@manateeschools.net"
Cc: [Steviemarie Snyder](mailto:Steviemarie.Snyder)
Subject: BC20130312DOCA25
Date: Friday, March 15, 2013 2:33:23 PM
Attachments: [BC20130312DOCA025.pdf](#)

Good Afternoon,

Please see the attached and let me know if you have any questions.

Have a great weekend!

Thank you,
Steviemarie Snyder
Board Records
For R.B "Chips" Shore
Manatee County Clerk of the Circuit Court & Comptroller
www.ManateeClerk.com
steviemarie.snyder@manateeclerk.com
941-741-4900 x 4181
"Pride in Service with a Vision to the Future"

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.