



NON-PAID STRUCTURED WORK STUDY AGREEMENT

Exceptional Student Education Department
1614 SE Fort King Street • Ocala, FL 34471
(352) 236-0500 • Fax (352) 671-6833

THIS AGREEMENT is made and entered into by and between the School Board of Marion

County, Florida (hereinafter referred to as "School Board") and City of Ocala (**business name**) (hereinafter referred to as "Cooperating Business").

RECITALS

WHEREAS, the School Board, through its Exceptional Student Education (ESE) Department offers a non-paid, off-site structured work study program for certain students with disabilities (hereinafter referred to as "Program"), and

WHEREAS, it is to the mutual benefit of both parties that the School Board utilize certain community businesses for the training of students, and that the Cooperating Business cooperate with the School Board in implementing such objectives.

IT IS, THEREFORE, in consideration of the mutual promises contained herein agreed as follows:

1. The School Board, by and through its Exceptional Student Education Department, agrees to provide vocational training programs at certain community businesses in accordance with the terms and conditions of this Agreement.
2. The School Board faculty and students may utilize the Cooperating Business's facility without charge.
3. The Cooperating Business further agrees to provide learning/clinical experiences, as determined in consultation with the School Board, with daily documentation of student attendance.
4. The School Board agrees to provide student supervision and the Cooperating Business agrees to provide student instruction. The Program will be coordinated by a School Board employee or employees appointed by the School Board. The employee responsible for the Program is:

Karen Smith (name) 352-671-6832 (phone #)

5. The contract manager for the School Board is the Director of Exceptional Student Education. The representative of the Cooperating Business responsible for the administration of the Program under this Agreement of understanding is the Recreation Division Head (**representative's title**). In the event either party designates different representatives after the execution of this Agreement, notice of the name and address of the new representative shall be rendered in writing to the other party, and said notification will be attached to the originals of this Agreement.
6. The education of the student will be the only objective of the Program. All services rendered by the student under this Agreement will be uncompensated, and shall be deemed to be given in consideration for instruction and educational expenses. The School Board will require students and their parent/guardian to acknowledge in writing the student as a non-paid trainee. Neither students nor School Board employees shall be considered to be agents or employees of the Cooperating Business.
7. The term of this Agreement shall be for a period of two (2) years. This Agreement shall remain in force and effect until terminated by either party in accordance herewith. This Agreement shall be subject to review and renewal by the parties annually; provided, however, that either party hereto shall have the right to terminate this Agreement upon not less than sixty (60) days written notice to the other party. However, parties will make every effort not to terminate the program during a regular academic year.



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- 8.** The liability and immunity of the School Board is governed by the provisions of §768.28, Fla. Stat. (2009) and nothing in this agreement is intended to extend the liability of School Board or to waive any immunity enjoyed by School Board under that statute. Any provisions of this agreement determined to be contrary to §768.28 or to create any liability or waive any immunity except as specifically provided in §768.28 shall be considered void.
- 9.** The School Board will inform participants and their parents about rules governing hours of participation, school attendance, dress, conduct, and issues of confidentiality.
- 10.** The School Board will select practical educational experiences, based upon needs of the students, to meet the objectives of the Program.
- 11.** At the discretion of the Cooperating Business or the School Board, any student unacceptable to either Cooperating Business or the School Board for reasons of health, performance, or other reasonable and legally permissible causes shall be withdrawn from the Cooperating Business.
- 12.** The School Board agrees to provide Worker's Compensation Insurance coverage in the event their employees (e.g., Program faculty) are injured during the course of their duties at the site.
- 13.** The School Board agrees to comply with all existing policies and procedures of the Cooperating Business in the planning and documentation of learning/clinical experiences and further agrees to comply with all existing policies and procedures of the Cooperating Business related to the specific areas of training in these programs. If these policies and procedures are changed, the Cooperating Business agrees to notify the School Board, specifically the faculty and staff of the ESE Department, in order to disseminate and make the School Board aware of such changes.
- 14.** Both parties agree that they shall cooperate in planning, implementing, and evaluating the Program.
- 15.** The School Board agrees that:
 - A.** School personnel will assume all responsibilities for supervision, transportation, record keeping regarding student performance, and evaluation of the students unless other arrangements are mutually agreed upon.
 - B.** School personnel will be available to meet with the Cooperating Business to discuss problems, concerns, changes, or possible employment opportunities.
 - C.** The School Board will attempt to provide at least two weeks' notice if, for whatever reasons, a student will no longer be participating in the Program.
 - D.** The School Board will provide accidental insurance coverage for each student. The School Board is self-insured for auto-liability and general liability within the Sovereign Immunity limits but does not extend the coverage to students.
 - E.** The School Board will provide transportation for the students to the community-based training site and back to the selected schools.
 - F.** At least 10 days prior to placement the School Board will provide the Cooperating Business with a written list of the following information as it pertains to students placed at that location:
 - 1)** student's name,
 - 2)** permanent residence address,
 - 3)** telephone number
 - 4)** such other information as the Cooperating Business shall reasonably require in accordance with its policies and procedures.



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- G.** The School Board will require appropriate identification to be displayed by students and supervising School Board employees at all times when the students and School Board employees are on site at the Cooperating Business.

16. The Cooperating Business agrees that:

- A.** All training activities will be performed within the guidelines of the Fair Labor Standards Act, as follows:
- (1) the training will be similar to that which is generally provided in a public vocational school;
 - (2) the training is for the benefit of the trainees or students;
 - (3) the student or trainee does not displace a regular employee;
 - (4) the student or trainee is not entitled to a job at the conclusion of the training program;
 - (5) the student or trainee is not entitled to wages or benefits for time spent in training;
 - (6) no one has represented to the Cooperating Business that the students or their work will assist or benefit the Cooperating Business.
- B.** The Cooperating Business will maintain the same health and safety standards and conditions for the students as are maintained for paid employees, commensurate with their assignments.
- C.** The Cooperating Business will permit students to engage in instructional activities that are similar to those instructional activities engaged in by other employees of the Cooperating Business.
- D.** The Cooperating Business will not carry Worker's Compensation Insurance on the student trainees.
- E.** The Cooperating Business will adhere to state and federal child labor laws and will not discriminate in policies, educational programs, or activities for reasons of race, sex, color, religion, national origin, marital status, age, or handicap.

- 17.** The Cooperating Business specifically warrants and represents to the School Board that the person executing this Agreement has authority to do so and to legally bind the Cooperating Business in regard to this Agreement.

- 18.** The Cooperating Business agrees to indemnify, hold harmless, and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent act of the Cooperating Business or in connection with the provisions of this Agreement.

- 19.** Unforeseen questions and/or any problems whatsoever arising during the administration of this Agreement between the parties shall be resolved through negotiations. The negotiated resolution of the unforeseen problems and/or questions shall be reduced to writing that shall then be attached to and made part of this Agreement as a clarifying interpretation.

- 20.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations or agreements (if any) by and between the parties.

- 21.** The provisions of this Agreement may not be amended, supplemented, waived or changed except by a written amendment to this Agreement executed by both parties.



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22. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing (including faxed communications) and shall be (as elected by the person giving such notice) hand given by messenger courier service, faxed, or mailed by certified mail, postage paid, return receipt requested, addressed to:

School Board of Marion County:

Director of Exceptional Student Education
1614 SE Ft. King St., Building 1, Ocala, Florida 34471
Phone: 352/671-6832 Fax: 352/671-6833

Cooperating Business:

City of Ocala, Ocala Recreation and Parks (business name)
John Spencer (employee name) Recreation Division Head (title)
828 NE 8th Ave, Ocala, FL 34470 (address)
(352) 368-5517 (phone) _____ (fax)

or to such other addresses as either party may designate by notice complying with the terms of this section. Such notice shall be deemed delivered:

- A. On the date delivered by personal delivery;
- B. On the date faxed, if by fax;
- C. On the date upon which the return receipt is signed or delivery is refused, or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.

23. A failure to assert any rights or remedies available to a party under the terms of this Agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise, shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in writing, signed by the party alleged to have waived its other rights or remedies.

**AUTHORIZED REPRESENTATIVE OF
SCHOOL BOARD OF MARION COUNTY, FLORIDA**

By: Date: 5/12/2026
Director of Exceptional Student Education, or their designee

**AUTHORIZED REPRESENTATIVE OF
COOPERATING BUSINESS**

DocuSigned by:
Ken Whitehead
By: _____ Date: 5/4/2026
5677F71E38874F4...

Ken Whitehead (printed name), Assistant City Manager (title)

Signed by:
Approved as to form and legality:
William E. Sexton, Esq.
#A33A88A8ED04F3...

William E. Sexton, Esq.
City Attorney

Certificate Of Completion

Envelope Id: F093AE16-ED38-825A-835D-AA5DBE4DCDAC
 Subject: FOR SIGNATURE - (REC/260703) MCPS Non-Paid Structured Work Study Agreement
 Source Envelope:
 Document Pages: 4
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Amber Bartleson
 110 SE Watula Avenue
 City Hall, Third Floor
 Ocala, FL 34471
 abartleson@ocalafl.gov
 IP Address: 216.255.240.104

Record Tracking

Status: Original
 4/23/2026 9:33:17 AM
 Security Appliance Status: Connected

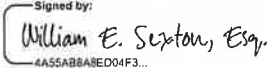
Holder: Amber Bartleson
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 Pool: StateLocal

Location: DocuSign

Signer Events

William E. Sexton, Esq.
 wsexton@ocalafl.gov
 City Attorney
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104


Timestamp

Sent: 4/23/2026 9:34:13 AM
 Viewed: 4/27/2026 3:14:37 PM
 Signed: 4/27/2026 3:15:35 PM

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM
 ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Ken Whitehead
 kwhitehead@ocalafl.org
 Assistant City Manager
 City of Ocala
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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 Signed: 5/4/2026 11:41:24 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/23/2026 9:34:13 AM

Envelope Summary Events

Certified Delivered
Signing Complete
Completed

Status

Security Checked
Security Checked
Security Checked

Timestamps

4/28/2026 4:04:14 PM
5/4/2026 11:41:24 AM
5/4/2026 11:41:24 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

