



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:

Michelle Fugate (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 and Parks 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		(business name)
John Spencer	(employee name)	Recreation and Parks Division Head (title)
1821 NW 21st Avenue Ocala, FL 34475 (address)		
(352)368-5505	(phone)	(fax)

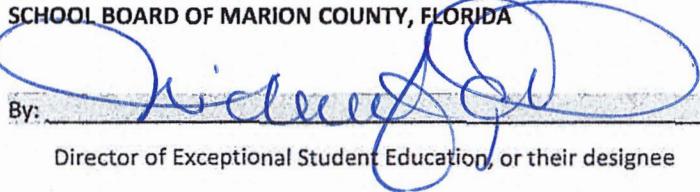
or to such other addresses as either party may designate by notice complying with the terms of this section. Such notice shall be deemed delivered:

- 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

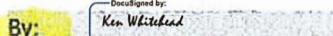
SCHOOL BOARD OF MARION COUNTY, FLORIDA

By:  Date: 9/10/2024

Director of Exceptional Student Education, or their designee

AUTHORIZED REPRESENTATIVE OF

COOPERATING BUSINESS

By:  Date: 9/9/2024

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

Approved as to form and legality:

By:  William E. Sexton, Esq. City Attorney

Certificate Of Completion

Envelope Id: 7E1D0B57CBF7453FBAD3965AA1893F15

Status: Completed

Subject: FOR SIGNATURE - MSR-MCPS_ Study Agreement (REC/240632)

Source Envelope:

Document Pages: 4 Signatures: 2

Certificate Pages: 2 Initials: 0

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Envelope Originator:

Porsha Ullrich

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

pullrich@ocalafl.gov

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pullrich@ocalafl.gov

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Signer Events

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

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Signed: 9/9/2024 10:56:26 AM

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Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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In Person Signer Events**Signature****Timestamp****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 Summary Events		Status	Timestamps
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Envelope Updated		Security Checked	9/9/2024 9:49:08 AM
Certified Delivered		Security Checked	9/9/2024 3:06:39 PM
Signing Complete		Security Checked	9/9/2024 3:10:39 PM
Completed		Security Checked	9/9/2024 3:10:39 PM

Payment Events		Status	Timestamps