

Agreement for Services

This Agreement is entered into this _____, 2016, between the School Board of Sarasota County, Florida, through its Suncoast Technical College, 4748 Beneva Road, Sarasota, FL 34233, hereinafter referred to as "STC" or "School Board" and _____, hereinafter referred to as "Customer."

WHEREAS, Customer desires to use STC's expertise to assist in delivering instruction to adult students in a class independently developed and taught by Customer known as _____ ("class"); and

WHEREAS, Customer wishes to use STC's services to assist in marketing, registration, and collecting student fees for the class; and

WHEREAS, STC has the ability to assist Customer in accomplishing certain administrative services necessary for student recruitment, registration, and payment for the class;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations the receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. STC agrees to:

1. At the sole discretion of STC, include a listing for the class in STC's course catalogue and/or similar marketing materials.
2. Register students for the class at STC and collect a class registration fee of \$_____ ("registration fee"). Registration and payment for the class will be available online, by phone, or in person during business hours at STC.
3. Remit _____ to Customer per paid registered student within thirty (30) days of receiving an invoice from Customer ("course fee"). The difference between the per-student registration fee and the Customer's course fee shall be retained by STC as compensation for the provision of services hereunder.

II. Customer agrees:

1. Customer will be responsible to secure an appropriate location, not on School Board property, in which the class(es) will be held at no charge to the School Board. The location will comply with all state and federal laws regarding accessibility for students.
2. Customer is solely responsible for the content of the class, for providing all instruction to students taking the class, for maintaining discipline and order within the class, and

for providing students with access to all course materials, curriculum, and equipment Customer requires students to possess while taking the class.

3. Customer has established and agreed to teach the class to students who register and Customer will appear at the time and place designated to teach the class.

4. Customer will provide STC with an invoice for its course fee upon completion of the course and no later than thirty days thereafter.

5. Customer will undergo the same background check as an instructor who teaches an Adult and Community Enrichment class as a volunteer. This requirement is waived for those Customers who have previously undergone a background check by the School Board that included fingerprinting.

III. Both Parties agree:

1. As described above, Customer is procuring the services of STC to register students and collect payment on behalf of Customer. Customer is not an employee of STC or the School Board and will receive no payments or benefits from STC or the School Board other than the payment described in paragraph I.3 above.

2. Any additions, changes, deletions or modifications to this Agreement must be agreed upon, in writing, by both parties.

3. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.

4. This Agreement shall commence when executed by both Parties and terminate upon the completion of the class.

IN WITNESS WHEREOF, Customer and STC have executed this Agreement as of the date first written above.

Customer

The School Board of
Sarasota County, Florida

Date: _____

By:

Date: _____

Approved for Legal Content
November 7, 2016, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ ASH