

## AFFILIATION AGREEMENT

This Agreement is made and entered into as of this 13 day of January, 2017, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA** ("School Board") including **SUNCOAST TECHNICAL COLLEGE**, an institution falling under the jurisdiction and control of the School Board and **PGT Industries, Inc.** ("PGT") for and on behalf of its facility in North Venice, Florida ("PGT Facility").

### WITNESSETH:

WHEREAS, School Board offers to enrolled students who are seniors in high school an Industrial Education Program ("PGT Program"); and

WHEREAS, PGT manages the PGT Facility; and

WHEREAS, School Board desires to provide to its students a learning experience through the application of knowledge and work experience in a PGT Facility;

WHEREAS, PGT has agreed to make its PGT Facility available to School Board for such purposes; and

WHEREAS, Suncoast Technical College is responsible for coordinating and administering the Program for and on behalf of the School Board, in coordination with the School Board;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

#### 1. Responsibilities of School Board

(a) Industrial Education Program: The School Board, in consultation and cooperation with PGT, shall be responsible for the implementation and operation of the work experience component of PGT Program at the PGT Facility, which Program shall be approved in advance by PGT. Such responsibilities shall include, but not be limited to, the following:

- (i) orientation of students to the work experience at PGT Facility;
- (ii) provision of classroom theory and practical instruction to students prior to their work experience assignments at PGT Facility;
- (iii) preparation of student assignments and rotation plans for each student and coordination of same with PGT Facility;
- (iv) continuing oral and written communication with PGT Facility regarding student performance and evaluation, absences and assignments of students and other pertinent information;
- (v) supervision, in coordination with PGT Facility, of students and their performance at PGT Facility;
- (vi) participation, with the students, in PGT Facility's Quality Assurance and related programs;
- (vii) performance of such other duties as may from time to time be agreed to between the School Board and the PGT Facility

All students, faculty, employees, agents and representatives of School Board participating in the Program at the PGT Facility (the "Program Participants") shall coordinate their activities with PGT Facility's Coordinator of Education.

- (b) Student Statements: School Board shall require each Program Participant to sign a Statement of Financial Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.
- (c) Insurance: School Board is self-insured for liability purposes, as evidenced in the form attached hereto as Exhibit C.
- (d) Health of Participants; Drug Screening: All Program Participants shall pass any medical examination required by Florida law or the School Board's internal policies with whatever frequency such laws or the School Board may require. School Board or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in cases of illness or injury while participating in the Program at the PGT Facility. In no event shall PGT be financially responsible for said medical care and treatment. The School Board shall ensure that all Program Participants have completed and passed a

drug screening test prior to working in any PGT Facility, and the cost of that test shall be the responsibility of the School Board or the Program Participant, but not PGT.

- (e) **Dress Code; Breaks:** The School Board shall require the students to dress in accordance with dress and personal appearance standards approved by the School Board. Such standards shall be in accordance with PGT Facility's standards regarding same. All Program Participants shall remain on the PGT Facility premises for breaks, including meals. Program Participants shall pay for their own meals at PGT Facility.
- (f) **Performance of Services:** All faculty provided by the School Board to be Program Participants shall be duly licensed, certified, or otherwise qualified to participate in the Program at PGT Facility. The School Board shall have a specially designated staff for the performance of the services specified herein for administering, managing and carrying out the coordination of the Program. The representatives of the School Board and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws and regulations, and shall comply with the standards and guidelines of all applicable accrediting bodies, if any, and the rules and regulations of the PGT Facility, and any rules and regulations of the School Board as may be in effect from time to time. Neither the School Board nor any Program Participant shall interfere with or adversely affect the operation of PGT Facility or the performance of services therein, and the School Board shall be fully liable to PGT for any and all damages and liabilities incurred by PGT in connection with any such interference.

## 2. **Responsibilities of PGT Facility**

- (a) PGT Facility shall accept the students assigned to the Program by the School Board and cooperate in the orientation of all Program Participants to PGT Facility, so long as those students are high school seniors and pass whatever criminal and other background checks PGT may elect to perform on them. PGT Facility shall provide the opportunities for such students, who shall be supervised by representatives of the Schools and employees of the PGT Facility, to observe and assist in various aspects of work experience. PGT Facility shall coordinate with the representatives of the School Board the rotation and assignment schedule of the Program Participants. PGT shall at all times retain ultimate control of the PGT Facility.
- (b) Upon the request of School Board, PGT Facility shall assist School Board in the evaluation of each Program Participant's performance in the Program. However, School Board shall at all times remain solely responsible for the evaluation and grading of Program Participants, and shall, to the extent allowed by law, indemnify and hold harmless PGT Facility for any expense or claim incurred by PGT Facility as a result of PGT Facility's assistance in evaluation and grading of Program Participants hereunder.

## 3. **Withdrawal of Program Participant**

PGT may, by written request only, require the School Board to withdraw or dismiss a student or other Program Participant from the Program at PGT Facility when, in PGT's view, his/her performance is unsatisfactory to PGT or his/her behaviors disruptive or detrimental to the PGT Facility. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only the School Board can dismiss the Program Participant from the Program, and the School Board, and not PGT, shall be fully responsible and liable for defending, indemnifying and holding harmless PGT and all of its officers, directors, managers and employees from and against any legal action, claims, demands, investigations and any damages, judgments, fines, penalties or sanctions arising from any such dismissal.

## 4. **Independent Contractor**

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, Program Participants or employees shall be considered agents, representatives, or employees of PGT, nor shall PGT or any of its agents, representatives employees or managers be considered agents, representatives, or employees of School Board. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto or creating any employment relationships between the School Board, Program Participants, and PGT. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required payroll, withholding, social, and other taxes or benefits. No Program Participant shall look to PGT or any of PGT's parent, sister or subsidiary companies for any compensation, salaries, insurance, or other benefits, as the School Board, and not PGT, shall be fully liable and responsible for covering all such items, and shall defend, indemnify and hold harmless PGT and its parent, sister and subsidiary companies from and against any claims, demands or legal actions from any Program Participant seeking such items from any of those PGT-related entities or persons.

5. **Confidentiality**

Except as required by law, School Board and Program Participants agree to keep strictly confidential and hold in trust all confidential information of PGT and/or its customers and suppliers and service providers and not disclose or reveal any confidential information to any third party without the express prior written consent of PGT. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide PGT with the option of pursuing remedies for breach or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School Board.

6. **Indemnification**

School Board, to the extent allowed by law, shall defend, indemnify and hold harmless PGT and its parent, subsidiary and sister/affiliated companies and each of those companies' officers, directors, employees, agents and representatives from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of any employee or representative of the School Board, including without limitation employees of Suncoast, and/or the Program Participants under this Agreement, including, but not limited to, claims for personal injury, professional liability or, with respect to the failure to make proper payment of wages or other compensation, required taxes, withholding, employee benefits or statutory or other entitlements, with respect to any and all of the Program Participants. This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided under applicable Florida Law and any obligation under this section or any other indemnification provision in this Agreement shall be restricted to the limits contained in Section 768.28, Florida Statutes. PGT Facility shall indemnify School Board and its employees against any liabilities, claims, damages, and expenses, including reasonable attorneys' fees, incurred by School Board in defending or compromising any claims or actions brought against School Board arising out of or related to any breach of any federal or state law by PGT or any PGT employee or any negligence or willful misconduct of PGT, but only after any such breach of negligence or willful misconduct has been found to exist in a final court order from a court of competent jurisdiction, and PGT has exhausted all of its rights to appeal that finding.

7. **Term: Termination:**

- (a) The initial term of this Agreement shall be for one year(s), commencing \_\_\_January\_\_9th\_\_\_, \_\_\_2017\_\_\_, and expiring \_\_\_January\_\_9th\_\_\_, \_\_\_2018\_\_\_, unless otherwise terminated as provided herein.
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause/for convenience upon sixty (60) days written notice, provided that all students currently enrolled in the Program at the PGT Facility at the time of notice of termination shall be given the opportunity to complete their then-current-quarter or semester participation in the Program at the PGT Facility, provided that the maximum amount of time required for such completion shall not to exceed six (6) months.

8. **Entire Agreement**

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

9. **Severability:**

If any provision(s) of this Agreement is held to be invalid or unenforceable, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision(s).

10. **Captions:**

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

11. **No Waiver:**

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

12. **Governing Law:**

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

13. **Assignment Binding Effect:**

School Board may not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of PGT Facility. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

14. **Notices:**

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by Federal Express, or Express Mail and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

PGT Facility: PGT Industries  
3419 Technology Drive  
North Venice, FLA 34275  
Attn: Debbie LaPinska, Vice President Human Resources

School Board: The School Board: The School Board of Sarasota County, Florida  
Attention: Suncoast Technical College Executive Director  
4748 Beneva Road  
Sarasota, Florida 34233;

OR, to such other persons or places as either party may from time to time designated by giving written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove stated.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Approved for Legal Content  
January 18, 2017 by Matthews  
Eastmoore, General Counsel for  
the School Board of Sarasota County  
Signed: ASH

By: \_\_\_\_\_  
(Print Name) \_\_\_\_\_, Chair

PGT INDUSTRIES, INC.

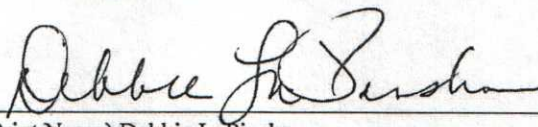
By:   
(Print Name) Debbie LaPinska  
As Its Vice President, Human Resources

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

1. I understand that as a student in training at PGT Industries' facility in North Venice, Florida (the "PGT Facility"), I am not an employee of PGT and, am not entitled to any wages, benefits or other compensation, or insurance coverage of, any kind from PGT, and that any compensation I receive will be paid by The School Board of Sarasota County, Florida.
2. In consideration of the benefits in the form of training and experience received at the PGT Facility, and to the extent provided under the laws and regulations of the State of Florida, I do hereby agree that I or The School Board of Sarasota County, Florida will be solely responsible for any loss sustained by me, my family, heirs, or any other person(s) or entity(ies) resulting from any injury or illness sustained by me while participating in the industrial education program operated by The School Board of Sarasota County, Florida, at the PGT Facility, unless loss from such injury or illness arises solely out of the gross negligence or willful misconduct of the PGT or its employees.

Dated this: \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Program Participant

\_\_\_\_\_  
WITNESS

Parent's /Guardian Signature:

\_\_\_\_\_  
(Required if student is under 18)

Date: \_\_\_\_\_

*EXHIBIT B*

**CONFIDENTIALITY STATEMENT**

The undersigned hereby acknowledges his/her responsibility under applicable Federal law and the Agreement between The School Board of Sarasota County, Florida and PGT Industries, Inc. ("the Facility") to keep confidential any information regarding PGT that is not already publicly known or available from public sources, including all confidential information about the PGT Facility to which I may be assigned.

Dated this: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Program Participant

\_\_\_\_\_  
WITNESS