

AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 2009, by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA (“School”) and MACY’S FLORIDA STORES, LLC (“Macy’s”).

WHEREAS, School offers enrolled students an on-the-job training program (“OJT Program”); and,

WHEREAS, Macy’s manages retail stores; and,

WHEREAS, School desires to provide to its students a learning experience through the application of certain knowledge and skills in retail operations in actual situations in a retail store; and,

WHEREAS, Macy’s has agreed to make certain of its stores available to School for this purpose.

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

1. Responsibilities of School.

- a. Vocational Education of Adults with Disabilities. School shall be responsible for the implementation and operation of the training component of its OJT Program at the Macy’s retail store located at 600 Southgate Shopping Plaza, Sarasota, Florida 34239. Such responsibilities shall include, but are not limited to the following:
 - i. Orientation of students to the training experience at Macy’s;
 - ii. Provision of classroom and practical instruction to students prior to their assignments at Macy’s;
 - iii. Preparation of student assignments in coordination with Macy’s with regard to Macy’s policies and procedures;
 - iv. Continuing oral and written communication with student performance and evaluation, absences and assignments of students and other pertinent information;
 - v. Supervision, in coordination with Macy’s, of students and their performance at Macy’s; and
 - vi. Performance of such other duties as may from time to time be agreed to between School and Macy’s.

2. Responsibilities of Program Participants.

- a. All students, faculty, employees, agents and representatives of School participating in the OJT Program at Macy’s (the “Program Participants”) shall coordinate their activities with Macy’s store management and comply with the following:
 - i. Student Statements: School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as

Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

- ii. Dress Code and Breaks: School shall require the students to dress in accordance with dress and personal appearance standards approved by School and Macy's. Such standards shall be in accordance with Macy's standards regarding the same. All Program Participants shall remain on Macy's premises for breaks including meals.
 - iii. Performance of Services: All faculty provided by School shall be duly certified or otherwise qualified to participate in the OJT Program. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state and federal laws, and shall comply with the standards and guidelines of Macy's and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Macy's or the performances of services at any Macy's location.
3. Responsibilities of Macy's.
- a. Macy's shall accept the students assigned to the OJT Program by School and cooperate in the orientation of all Program Participants. Macy's shall provide the opportunities for such students, who shall be supervised by School and Macy's, to observe and assist in various aspects of Macy's operations. Macy's shall coordinate School's assignment schedule with its own schedule.
 - b. Upon the request of School, Macy's shall assist School in the evaluation of each Program Participant's performance of the Program. However School shall at all times remain solely responsible for the evaluation of Program Participants.
4. Withdrawal of Program Participant. Macy's may require School to withdraw or dismiss a student or other Program Participant from the Program when his/her performance or conduct is unsatisfactory. In such event, said Program Participant's participation in the OTJ Program shall immediately cease.
5. Independent Contractor. The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees shall be considered agents of Macy's, Macy's representatives, or employees of Macy's, nor shall Macy's or any of its agents, representatives or employees be considered agents, representatives or employees of School. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. No Program Participant shall look to Macy's for any salaries, insurance or other benefits.

with a copy to: Macy's Law Department
219 Perimeter Center Parkway
Suite 410
Atlanta, Georgia 30346

and: Macy's
Diane Aikey, Asst. Mgr
600 Southgate Shopping Plaza
Sarasota, Florida 34239

If to School: The School Board of Sarasota County, Florida
Todd Bowden, Director, SCTI
4748 Beneva Road
Sarasota, Florida 34233

Or, to such other persons or places as either party may from time to time designate by written notice to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date herein above written.

MACY'S FLORIDA STORES, LLC

**THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA**

Signature: _____
Jim Melzer
Regional Vice President

Signature: _____
Caroline G. Zucker
Chair

Approved for Legal Content
June 29, 2009, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ ASH

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in the Macy's store located at 600 Southgate Shopping Plaza, Sarasota, Florida 34239 ("The Retail Store"), the undersigned, and his/her heirs, successors and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by The School Board of Sarasota County, Florida at "The Retail Store" unless such injury or loss arises solely out of the negligence or misconduct of The Retail Store or its employees or representatives.

Dated this ____ day of ____, 200_

Program Participant Signature

Parent/Legal Guardian Signature

Printed Name

Printed Name

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable law and the Agreement between the School Board of Sarasota County, Florida and Macy's Florida Stores, LLC to keep confidential any information regarding The Retail Store. The undersigned agrees, under penalty of law, not to reveal to any person or persons except School Board of Sarasota County staff and associated personnel any confidential information of The Retail Store, except as required by law.

Dated this ____ day of _____, 200_

Program Participant Signature

Parent/Legal Guardian Signature

Printed Name

Printed Name