

AFFILIATION AGREEMENT

This Agreement is made and entered into as of this 20th day of April, 2010, by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA ("School") and MACY'S Florida Inc. ("Retail Store").

WITNESSETH:

WHEREAS, School offers to enrolled students a (an) OJT program;

and

WHEREAS, Macy's Florida Inc. manages a Retail Store; and

WHEREAS, School desires to provide to its students a learning experience through the application of knowledge and skills in Retail Operations in actual situations in a Retail facility; and

WHEREAS, Retail Store has agreed to make its facility available to School for such purposes.

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

1. Responsibilities of School.

- a. Vocational Education for Adults with Disabilities; School shall be responsible for the implementation and operation of the training component of its program ("Program") at the Sarasota Macy's. Such responsibilities shall include, but are not limited to, the following:
 - i. orientation of students to the training experience at Retail Store
 - ii. provision of classroom and practical instruction to students prior to their assignments at Retail Store.
 - iii. preparation of student assignments in coordination with Retail Store with regards to Retail Store's policies and procedures;
 - iv. continuing oral and written communication with Retail Store student performance and evaluation, absences and assignments of students and other pertinent information;
 - v. supervision, in coordination with Retail Store, of students and their performance at Retail Store;
 - vi. performance of such other duties as may from time to time be agreed to between School and Retail Store.

All students, faculty, employees, agents and representatives of School participating in the Program at Retail Store (the "Program Participants") shall coordinate their activities with Retail Store Management.

- (b) 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.
 - (c) Dress Code: Breaks: School shall require the students to dress in accordance with dress and personal appearance standards approved by School and Retail Store. Such standards shall be in accordance with Retail Store's standards regarding same. All Program Participants shall remain on Retail Store premises for breaks including meals.
 - (d) Performance of Services: All faculty provided by School shall be duly certified or otherwise qualified to participate in the 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 Retail Store 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 Retail Store or the performance of services therein.
- #### 2. Responsibilities of Retail Store.
- a. Retail Store shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants. Retail Store shall provide the opportunities for such students, who shall be supervised by Retail Store, to observe and assist in various aspects of The Retail Operation. Retail Store shall coordinate School's assignment schedule with its own schedule.

- b. Upon the request of School, Retail Store shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation of Program Participants.

3. Withdrawal of Program Participant.

Retail Store 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 Program shall immediately cease.

4. 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, Retail Store representatives, or employees of Retail Store, nor shall Retail Store 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 Retail Store for any salaries, insurance or other benefits.

5. Confidentiality.

Except as required by law, School and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of Retail Store and not disclose or reveal any confidential information to any third party without the express prior written consent of Retail Store. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Retail Store 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.

6. Term: Termination.

- (a) The initial term of this Agreement shall be one school year, commencing August 23, 2010 and expiring June 6, 2011. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed.
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon thirty (30) days written notice.

7. 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 of termination of this Agreement.

8. Severability.

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

9. 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.

10. 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.

11. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

12. Assignment: Binding Effect.

School 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 Retail Store. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assign.

13. 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:

If to Macy's Florida Inc.
Attention: Diane Aikey, Asst. Mgr
 600 Southgate Shopping Plaza
 Sarasota, Florida 34239

Copy to: Legal Services Dept.
 c/o Joyce Ralph
 1700 So. Tamiami Trail
 Sarasota, Florida 34239

If to: The School Board of Sarasota County, Florida
Attention: Dr. Todd Bowden, Director
 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.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
 Mrs. Shirley Brown, Chair

Approved for Legal Content
May 17, 2010, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

MACY'S FLORIDA INC.

By: _____
 Sup - CFO

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in _____ ("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 Retail Store unless such injury or loss arises solely out of the negligence or misconduct of Retail Store or its employees or representatives.

Dated this _____ day of _____, 20____.

Program Participant

Witness

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 Retail Store to keep confidential any information regarding Retail Store. The undersigned agrees, under penalty of law, not to reveal to an person or persons except authorized clinical staff and associated personnel any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of Retail Store except as required by law.

Dated this ____ day of ____, 20____.

Program Participant

Witness