

AFFILIATION AGREEMENT (Extension)

This Agreement is made and entered into as of this 3rd day of May, 2011, by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA ("School") and MACY'S FLORIDA STORES, LLC ("Retail Store").

WITNESSETH:

WHEREAS, School offers to enrolled students an on-the-job training program;
and

WHEREAS, Macy's Florida Stores, LLC, 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 Retail Store : 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 The 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.

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
Attn: 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: _____
Frank Kovach, Chair

Approved for Legal Content
July 26, 2011, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

MACY'S FLORIDA STORES, LLC

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 Signature

Witness Signature

Printed Name

Printed Name

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 Signature

Witness Signature

Printed Name

Printed Name