AFFILIATION AGREEMENT

This Agreement is	made and entered in	to as of this	day of	'	_, 201, by and
				ORIDA ("School Board") a	
BEE	RIDGE	WETER	INARY	CLAC"Veterinary/A	nimal Care
Facility").					

WITNESSETH:

WHEREAS, School Board offers to enrolled students a Veterinary Assisting program; and WHEREAS, Veterinary/Animal Care Facility manages a Veterinary/Animal Care Facility; and WHEREAS, School Board desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in a Veterinary/Animal Care Facility; and WHEREAS, Veterinary/Animal Facility has agreed to make its facility available to School Board for such purposes.

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

1. Responsibilities of School Board

- (a) <u>Clinical Program</u>: School Board shall be responsible for the implementation and operation of the clinical component of its program ("Program") at Veterinary/Animal Care Facility, which Program shall be approved in advance by Veterinary/Animal Care Facility. Such responsibilities shall include, but not be limited to, the following:
 - (i) orientation of students to the general career pathways available at Veterinary/Animal Care Facility;
 - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Veterinary/Animal Care Facility;
 - (iii) preparation of student/patient assignments for each student and coordination of same with Veterinary/Animal Care Facility;
 - (iv) continuing oral and written communication with Veterinary/Animal Care Facility regarding student performance and evaluation, absences and assignments of students and other pertinent information;
 - (v) supervision, in coordination with Veterinary/Animal Care Facility, of students and their performance at Veterinary/Animal Care Facility;
 - (vi) participation, with the students, in Veterinary/Animal Care Facility's programs;
 - (vii) performance of such other duties as may from time to time be agreed to between School Board and Veterinary/Animal Care Facility;
 - All students, faculty, employees, agents and representatives of School Board participating in the Program at Veterinary/Animal Care Facility (the "Program Participants") shall coordinate their activities with the Veterinary/Animal Care Facility's identified contact person.
- (b) <u>Student Statements</u>: 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) <u>Insurance</u>: School Board is self-insured for liability purposes, as evidenced in the form attached hereto as Exhibit C.
- (d) <u>Health of Participants</u>: 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 Veterinary/Animal Care Facility. In no event shall the Veterinary/Animal Care Facility be financially responsible for said medical care and treatment.
- (e) <u>Dress Code: Breaks</u>: 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 Veterinary/Animal Care Facility's standards regarding same. All Program Participants shall remain on the Veterinary/Animal Care Facility premises for breaks, including meals. Program Participants shall pay for their own meals at Veterinary/Animal Care Facility.

(f) Performance of Services: All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at Veterinary/Animal Care Facility. School Board shall have a specially designated staff for the performance of the services specified herein. School Board 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 all applicable accrediting bodies and the Bylaws and rules and regulations of Veterinary/Animal Care Facility, and any rules and regulations of School Board as may be in effect from time to time. Neither School Board nor any Program Participant shall interfere with or adversely affect the operation of Veterinary/Animal Care Facility or the performance of services therein.

2. Responsibilities of Veterinary/Animal Care Facility

- (a) Veterinary/Animal Care Facility shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to Veterinary/Animal Care Facility.

 Veterinary/Animal Care Facility shall provide the opportunities for such students, who shall be supervised by School Board and/or Veterinary/Animal Care Facility, to observe and assist in various aspects of veterinary assisting. Veterinary/Animal Care Facility shall coordinate student assignment schedule with its own schedule and those of other educational institutions. Veterinary/Animal Care Facility shall at all times retain ultimate control of the Veterinary/Animal Care Facility and responsibility for animal care.
- (b) Upon the request of School Board, Veterinary/Animal Care 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 Veterinary/Animal Care Facility for any expense or claim incurred by Veterinary/Animal Care Facility as a result of Veterinary/Animal Care Facility's assistance in evaluation and grading of Program Participants hereunder.

3. Withdrawal of Program Participant

Veterinary/Animal Care Facility may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at Veterinary/Animal Care Facility when his/her clinical performance is unsatisfactory to Veterinary/Animal Care Facility or his/her behavior, in Veterinary/Animal Care Facility's discretion, is disruptive or detrimental to Veterinary/Animal Care Facility and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School Board can dismiss the Program Participant from the Program at Veterinary/Animal Care Facility.

4. Independent Contractor

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Veterinary/Animal Care Facility, nor shall Veterinary/Animal Care Facility or any of its agents, representatives 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. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social, and other taxes or benefits. No Program Participant shall look to Veterinary/Animal Care Facility for any salaries, insurance, or other benefits.

5. Confidentiality

Except as required by law, School Board and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of Veterinary/Animal Care Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Veterinary/Animal Care Facility. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Veterinary/Animal Care Facility with the option of pursuing remedies for breach or, not withstanding 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 indemnify and hold harmless Veterinary/Animal Care Facility and its officers, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School Board 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 required taxes, withholding, employee benefits or statutory or other entitlements. This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided under applicable Florida Law. Veterinary/Animal Care 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 the Veterinary/Animal Care Facility's employees' or representatives' performance of duties hereunder.

7.	n: Termination
	The initial term of this Agreement shall be foryear(s), commencing, 201
	and expiring 201 unless otherwise terminated as provided herein.
	Except as otherwise provided herein, either party may terminate this Agreement at any time upon sixty (60)
	days written notice, provided that all students currently enrolled in the Program at Veterinary/Animal Care
	Facility at the time of notice of termination shall be given the opportunity to complete their clinical

Program at Veterinary/Animal Care Facility, such completion 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 Veterinary/Animal Care Facility. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

States mail, postage prepaid, addr	ressed as follows:
Veterinary/Animal Care Facility: Attn: Address:	BEE RIDGE VETERWARY CLINIC DR R TJOIN 3184 BEE RIDGE RO SARASOTA FLORIO 34239
School Board:	The School Board: The School Board of Sarasota County, Florida Attention: SCTI Director 4748 Beneva Road Sarasota, Florida 34233;
or, to such other persons or places as either other party.	party may from time to time designated by giving written notice to the
IN WITNESS WHEREOF, the parties he	reto have executed this Agreement as of the date first hereinabove stated.
	THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
Approved for Legal Content March 17, 2011, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed: <u>ASH</u>	By:, Chair
	BEE RIDGE VETERINARY CLINIC Name of Veterinary/Animal Care Facility
	By: RONN, TUDIN (Print Name) RONER

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

14. Notices

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

nimal Care Facility and, am not entitled to insurance are Facility.
g and experience received at the Veterinary/Animal Care of the State of Florida, do hereby agree that I will be solely t, heirs, or any other person(s) or entity(ies) resulting from uting in the program for name of program) operated by The School Board of Sarasota lity unless loss from such injury or illness arises solely out of Care Facility or its employees or representatives.
, 201
Program Participant
WITNESS
<u> </u>

EXHIBIT B

CONFIDENTIALITY STATEMENT

("the Veterinary/Animal Ca Facility patients, a as all confidential informat law, not to reveal to any person or pers	are Facility") to keeps well ion of the Veterinar cons, except authorized to to	p confidential any informations of the province of the provinc	mation regarding the Veterinary/Animal Care The undersigned agrees, under penalty of sociated personnel, any specific information of any confidential information of the
			夏 ⁶
Dated this:	day of	, 201	
	· ·		
		Progran	n Participant
		9	
WITNESS			

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

RISK MANAGEMENT

1960 LANDINGS BOULEVARD

SARASOTA, FLORIDA 34231-3331

TELEPHONE (941) 927-9000 • FAX (941) 927-4046

www.sarasota.k12.ff.us

TO WHOM IT MAY CONCERN:

This will certify that on January 6, 1987, the School Board of Sarasota County, Florida, in public assembly, by resolution, became self-funded for all general liability claims, effective January 15, 1987, pursuant to the provisions of Florida Statute 768.28. This election is continuous until rescinded by official action of the School Board.

Bert Palmer Risk Manager

STATE OF FLORIDA COUNTY OF SARASOTA

WITNESS my hand and official seal

this 2nd day of Saptember 2010.

Notary Public, State at Large
My Commission Expires:

PANDORA MARLOW-UTLEY
MY COMMISSION 4-DB 893550
EXPIRES: July 21, 2013
Bonded Thru Nolary Public Underwrites

AFFILIATION AGREEMENT

day of

_, 201__, by and

This Agreement is made and entered into as of this day of, 201_, by and, 201_, by and
between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA ("School Board") and ("Veterinary/Animal Care
Facility").
Facility).
· WITNESSETH:
WHEREAS, School Board offers to enrolled students a Veterinary Assisting program; and WHEREAS, Veterinary/Animal Care Facility manages a Veterinary/Animal Care Facility; and WHEREAS, School Board desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in a Veterinary/Animal Care Facility; and WHEREAS, Veterinary/Animal Facility has agreed to make its facility available to School Board for such purposes.
NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:
 Responsibilities of School Board (a) Clinical Program: School Board shall be responsible for the implementation and operation of the clinical component of its program ("Program") at Veterinary/Animal Care Facility, which Program shall be approved in advance by Veterinary/Animal Care Facility. Such responsibilities shall include, but not be limited to, the following: orientation of students to the general career pathways available at Veterinary/Animal Care Facility; provision of classroom theory and practical instruction to students prior to their clinical assignments at Veterinary/Animal Care Facility; preparation of student/patient assignments for each student and coordination of same with Veterinary/Animal Care Facility; continuing oral and written communication with Veterinary/Animal Care Facility regarding student performance and evaluation, absences and assignments of students and other pertinent information; supervision, in coordination with Veterinary/Animal Care Facility, of students and their performance at Veterinary/Animal Care Facility;
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form attached hereto as Exhibit B. (c) Insurance: School Board is self-insured for liability purposes, as evidenced in the form attached hereto as

the Veterinary/Animal Care Facility be financially responsible for said medical care and treatment. (e) <u>Dress Code</u>; <u>Breaks</u>: 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 Veterinary/Animal Care Facility's standards regarding same. All Program Participants shall remain on the Veterinary/Animal Care Facility premises for breaks, including meals. Program Participants shall pay for their own meals at Veterinary/Animal Care Facility.

(d) Health of Participants: 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 Veterinary/Animal Care Facility. In no event shall

(f) Performance of Services: All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at Veterinary/Animal Care Facility. School Board shall have a specially designated staff for the performance of the services specified herein. School Board 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 all applicable accrediting bodies and the Bylaws and rules and regulations of Veterinary/Animal Care Facility, and any rules and regulations of School Board as may be in effect from time to time. Neither School Board nor any Program Participant shall interfere with or adversely affect the operation of Veterinary/Animal Care Facility or the performance of services therein.

2. Responsibilities of Veterinary/Animal Care Facility

- (a) Veterinary/Animal Care Facility shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to Veterinary/Animal Care Facility.

 Veterinary/Animal Care Facility shall provide the opportunities for such students, who shall be supervised by School Board and/or Veterinary/Animal Care Facility, to observe and assist in various aspects of veterinary assisting. Veterinary/Animal Care Facility shall coordinate student assignment schedule with its own schedule and those of other educational institutions. Veterinary/Animal Care Facility shall at all times retain ultimate control of the Veterinary/Animal Care Facility and responsibility for animal care.
- (b) Upon the request of School Board, Veterinary/Animal Care 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 Veterinary/Animal Care Facility for any expense or claim incurred by Veterinary/Animal Care Facility as a result of Veterinary/Animal Care Facility's assistance in evaluation and grading of Program Participants hereunder.

3. Withdrawal of Program Participant

Veterinary/Animal Care Facility may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at Veterinary/Animal Care Facility when his/her clinical performance is unsatisfactory to Veterinary/Animal Care Facility or his/her behavior, in Veterinary/Animal Care Facility's discretion, is disruptive or detrimental to Veterinary/Animal Care Facility and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School Board can dismiss the Program Participant from the Program at Veterinary/Animal Care Facility.

4. Independent Contractor

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Veterinary/Animal Care Facility, nor shall Veterinary/Animal Care Facility or any of its agents, representatives 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. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social, and other taxes or benefits. No Program Participant shall look to Veterinary/Animal Care Facility for any salaries, insurance, or other benefits.

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6. Indemnification

School Board, to the extent allowed by law, shall indemnify and hold harmless Veterinary/Animal Care Facility and its officers, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School Board 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 required taxes, withholding, employee benefits or statutory or other entitlements. This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided under applicable Florida Law. Veterinary/Animal Care 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 the Veterinary/Animal Care Facility's employees' or representatives' performance of duties hereunder.

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1.	Term: 10	ermination		
	(a) The	initial term of this Agreement shall be for)1
	and	expiring , 201, u	unless otherwise terminated as provided herein.	
	(b) Exce	pt as otherwise provided herein, either par	arty may terminate this Agreement at any time upon sixty	(60)
	days	written notice, provided that all students	currently enrolled in the Program at Veterinary/Animal C	Care

Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Veterinary/Animal Care Facility, such completion 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 Veterinary/Animal Care Facility. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

States mail, postage prepaid, addr	essed as follows:
Veterinary/Animal Care Facility: Attn: Address:	Bright Cross Animal Clinic Bristy Parent 4165 S. TAMAMI TR. Venice FL 34293
School Board:	The School Board: The School Board of Sarasota County, Florida Attention: SCTI Director 4748 Beneva Road Sarasota, Florida 34233;
or, to such other persons or places as either other party.	party may from time to time designated by giving written notice to the
IN WITNESS WHEREOF, the parties he	reto have executed this Agreement as of the date first hereinabove stated.
a a	THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
Approved for Legal Content	By:, Chair
March 17, 2011, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed: ASH	g ·
	Name of Veterinary/Animal Care Facility
	By: Print Name) Parent As Its Research of Manager Control of the Parent

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

14. Notices

STATEMENT OF FINANCIAL RESPONSIBILITY

	1.	I understand that as a student in training at Facility"), I am not an employee of the Veterinary/An coverage, if any, provided to employees of the Veterinary/Animal Care	illiai Carc	Facility and, am no	Chare(the "Veterinary t entitled to insurance
rge		2. In consideration of the benefits in the form of training Facility, and to the extent provided under the laws and regulations of responsible for any loss sustained by me, my family, ue verinjury or illness sustained by me while participate Veterinary Assisting (na County, Florida, at the Veterinary/Animal Care Facili he negligence or misconduct of the Veterinary/Animal C	the State of heirs, or an ing in the pame of pro ty unless lo	of Florida, do herel ny other person(s) program for gram) operated by oss from such injur	by agree that I will be solely or entity(ies) resulting from The School Board of Sarasota ry or illness arises solely out of
		Dated this: day of			•
		an and	Pro	gram Participant	e e
			WIT	TNESS	
	<u>Pa</u>	Parent's /Guardian Signature:			
	-	(Required if student is under 18)			
siti	Gio	Pātīd held			

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby as between The School Boar ("the Veterinary/Animal Carolity patients, as all confidential information, not to	rd of Sarasota Cou: Care Facility") to k as well ation of the Veterin	nty, Florida ar eep confidenti nary/Animal C	ndRY Gradual any information of the Care Facility.	ation regarding	the Veterinary/A	Animal Care
reveal to any person or per	rsons, except author	orized clinical	staff and assoc	ciated personne	information of	the
regarding any patient, and Veterinary Facility, excep			ly till a party a	any communita	milormation of	tilo
				a II		
Dated this:	day of		, 201			
	∓					
			Drogram 1	Participant		
			Tiogrami	arnorpani		
No. of the last of		<u> </u>				
WITNESS						



THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

RISK MANAGEMENT

1960 LANDINGS BOULEVARD

SARASOTA, FLORIDA 34231-3331

TELEPHONE (941) 927-9000 • FAX (941) 927-4046

www.sarasota.k12.fl.us

TO WHOM IT MAY CONCERN:

This will certify that on January 6, 1987, the School Board of Sarasota County, Florida, in public assembly, by resolution, became self-funded for all general liability claims, effective January 15, 1987, pursuant to the provisions of Florida Statute 768.28. This election is continuous until rescinded by official action of the School Board.

Bert Palmer

Risk Manager

STATE OF FLORIDA COUNTY OF SARASOTA

WITNESS my hand and official seal

this 2'nd day of September 2010

PANDORA MARLOW-UTLEY MY COMMISSION 4 PD 893550

nany parts water?

Notary Public, State at Large

My Commission Expires:

AFFILIATION AGREEMENT

This Agreement is made and entered into as of this	day of	, 201, by and
between THE SCHOOL BOARD OF SARASOTA	COUNTY, FLORIDA	("School Board") and
Cost Hospital of	Savasada	("Veterinary/Animal Care
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WITNESSETH:

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WHEREAS, Veterinary/Animal Care Facility manages a Veterinary/Animal Care Facility; and

WHEREAS, School Board desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in a Veterinary/Animal Care Facility; and

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Veterinary/Animal Care Facility may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at Veterinary/Animal Care Facility when his/her clinical performance is unsatisfactory to Veterinary/Animal Care Facility or his/her behavior, in Veterinary/Animal Care Facility's discretion, is disruptive or detrimental to Veterinary/Animal Care Facility and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School Board can dismiss the Program Participant from the Program at Veterinary/Animal Care Facility.

4. Independent Contractor

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Veterinary/Animal Care Facility, nor shall Veterinary/Animal Care Facility or any of its agents, representatives 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. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social, and other taxes or benefits. No Program Participant shall look to Veterinary/Animal Care Facility for any salaries, insurance, or other benefits.

5. Confidentiality

Except as required by law, School Board and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of Veterinary/Animal Care Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Veterinary/Animal Care Facility. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Veterinary/Animal Care Facility with the option of pursuing remedies for breach or, not withstanding 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 indemnify and hold harmless Veterinary/Animal Care Facility and its officers, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School Board 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 required taxes, withholding, employee benefits or statutory or other entitlements. This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided under applicable Florida Law. Veterinary/Animal Care 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 the Veterinary/Animal Care Facility's employees' or representatives' performance of duties hereunder.

7	Term.	Termination
1 .	T CI III.	I CI IIIIII ation

	TAT A DI IIIII DI VI	3		
(a)	The initial term of t	his Agreement shall be for year(s).	, commencing, 20	01
, ,	and expiring		terminated as provided herein.	

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon sixty (60) days written notice, provided that all students currently enrolled in the Program at Veterinary/Animal Care Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Veterinary/Animal Care Facility, such completion 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 Veterinary/Animal Care Facility. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

and shall be deemed to have been of States mail, postage prepaid, addre	duly given when delivered personally or when deposited in the United essed as follows:
Veterinary/Animal Care Facility: Attn: Address:	Cet Hospital of Sarasota Ellen Hill, office Mgr. 3845 Bee Ridge Road Sarasota, FL 34233
School Board:	The School Board: The School Board of Sarasota County, Florida Attention: SCTI Director 4748 Beneva Road Sarasota, Florida 34233;
or, to such other persons or places as either other party.	party may from time to time designated by giving written notice to the
IN WITNESS WHEREOF, the parties her	eto have executed this Agreement as of the date first hereinabove stated.
	THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA By: (Print Name), Chair
	(Print Name), Chair
Approved for Legal Content March 17, 2011, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed:ASH_	
	Name of Veterinary/Animal Care Facility By: (Print Name) Andrew Gr King DVM

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

14. Notices

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

I understand that as a student in training at Facility"), I am not an employee of the Veteri coverage, if any, provided to employees of the Veterinary/Ani	Cot Hospital of Smaleta (the "Veterinary inary/Animal Care Facility and, am not entitled to insurance imal Care Facility.
Facility, and to the extent provided under the laws and regul- responsible for any loss sustained by me, my any injury or illness sustained by me while p Veterinary Assisting	Straining and experience received at the Veterinary/Animal Care ations of the State of Florida, do hereby agree that I will be solely family, heirs, or any other person(s) or entity(ies) resulting from articipating in the program for (name of program) operated by The School Board of Sarasota are Facility unless loss from such injury or illness arises solely out of
the	animal Care Facility or its employees or representatives.
Dated this: day of	
	Program Participant
	WITNESS
Parent's /Guardian Signature:	
(Required if student is under 18)	:
Date:	

EXHIBIT B

CONFIDENTIALITY STATEMENT

("the Veterinary/Animal Facility patient as all confidential informal law, not to reveal to any person or providential to any	Care Facility") to kee s, as well mation of the Veterina persons, except author and further agrees not to	responsibility under applicable Federal law and the Agreement y, Florida and Cat Hospital of Savasoro ep confidential any information regarding the Veterinary/Animal Carry/Animal Care Facility. The undersigned agrees, under penalty of ized clinical staff and associated personnel, any specific information or reveal to any third party any confidential information of the
Dated this:	day of	, 201
		Program Participant
WITNESS		-

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

RISK MANAGEMENT

1960 LANDINGS BOULEVARD

SARASOTA, FLORIDA 34231-3331

TELEPHONE (941) 927-9000 • FAX (941) 927-4046

www.sarasola.k12.fl.us

TO WHOM IT MAY CONCERN:

This will certify that on January 6, 1987, the School Board of Sarasota County, Florida, in public assembly, by resolution, became self-funded for all general liability claims, effective January 15, 1987, pursuant to the provisions of Florida Statute 768.28. This election is continuous until rescinded by official action of the School Board.

Bert Palmer Risk Manager

STATE OF FLORIDA COUNTY OF SARASOTA

WITNESS my hand and official seal

this 2nd day of Saptember 2010.

Notary Public, State at Large

My Commission Expires:

AFFILIATION AGREEMENT

military and automations of this	day of	e o com		. 201 .	by and
This Agreement is made and entered into as of this					by and
between THE SCHOOL BOARD OF SARASOTA	COUNTY,	FLORIDA	l ("School Board"	') and	
Groves Veterinary Clinic			("Veterinary/		e
Facility").			•		

WITNESSETH:

WHEREAS, School Board offers to enrolled students a Veterinary Assisting program; and WHEREAS, Veterinary/Animal Care Facility manages a Veterinary/Animal Care Facility; and WHEREAS, School Board desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in a Veterinary/Animal Care Facility; and WHEREAS, Veterinary/Animal Facility has agreed to make its facility available to School Board for such purposes.

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

1. Responsibilities of School Board

- (a) <u>Clinical Program</u>: School Board shall be responsible for the implementation and operation of the clinical component of its program ("Program") at Veterinary/Animal Care Facility, which Program shall be approved in advance by Veterinary/Animal Care Facility. Such responsibilities shall include, but not be limited to, the following:
 - (i) orientation of students to the general career pathways available at Veterinary/Animal Care Facility;
 - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Veterinary/Animal Care Facility;
 - (iii) preparation of student/patient assignments for each student and coordination of same with Veterinary/Animal Care Facility;
 - (iv) continuing oral and written communication with Veterinary/Animal Care Facility regarding student performance and evaluation, absences and assignments of students and other pertinent information;
 - (v) supervision, in coordination with Veterinary/Animal Care Facility, of students and their performance at Veterinary/Animal Care Facility;
 - (vi) participation, with the students, in Veterinary/Animal Care Facility's programs;
 - (vii) performance of such other duties as may from time to time be agreed to between School Board and Veterinary/Animal Care Facility;
 - All students, faculty, employees, agents and representatives of School Board participating in the Program at Veterinary/Animal Care Facility (the "Program Participants") shall coordinate their activities with the Veterinary/Animal Care Facility's identified contact person.
- (b) <u>Student Statements</u>: 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) <u>Insurance</u>: School Board is self-insured for liability purposes, as evidenced in the form attached hereto as Exhibit C.
- (d) <u>Health of Participants</u>: 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 Veterinary/Animal Care Facility. In no event shall the Veterinary/Animal Care Facility be financially responsible for said medical care and treatment.
- (e) <u>Dress Code</u>; <u>Breaks</u>: 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 Veterinary/Animal Care Facility's standards regarding same. All Program Participants shall remain on the Veterinary/Animal Care Facility premises for breaks, including meals. Program Participants shall pay for their own meals at Veterinary/Animal Care Facility.

(f) Performance of Services: All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at Veterinary/Animal Care Facility. School Board shall have a specially designated staff for the performance of the services specified herein. School Board 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 all applicable accrediting bodies and the Bylaws and rules and regulations of Veterinary/Animal Care Facility, and any rules and regulations of School Board as may be in effect from time to time. Neither School Board nor any Program Participant shall interfere with or adversely affect the operation of Veterinary/Animal Care Facility or the performance of services therein.

2. Responsibilities of Veterinary/Animal Care Facility

- (a) Veterinary/Animal Care Facility shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to Veterinary/Animal Care Facility.

 Veterinary/Animal Care Facility shall provide the opportunities for such students, who shall be supervised by School Board and/or Veterinary/Animal Care Facility, to observe and assist in various aspects of veterinary assisting. Veterinary/Animal Care Facility shall coordinate student assignment schedule with its own schedule and those of other educational institutions. Veterinary/Animal Care Facility shall at all times retain ultimate control of the Veterinary/Animal Care Facility and responsibility for animal care.
- (b) Upon the request of School Board, Veterinary/Animal Care 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 Veterinary/Animal Care Facility for any expense or claim incurred by Veterinary/Animal Care Facility as a result of Veterinary/Animal Care Facility's assistance in evaluation and grading of Program Participants hereunder.

3. Withdrawal of Program Participant

Veterinary/Animal Care Facility may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at Veterinary/Animal Care Facility when his/her clinical performance is unsatisfactory to Veterinary/Animal Care Facility or his/her behavior, in Veterinary/Animal Care Facility's discretion, is disruptive or detrimental to Veterinary/Animal Care Facility and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School Board can dismiss the Program Participant from the Program at Veterinary/Animal Care Facility.

4. Independent Contractor

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Veterinary/Animal Care Facility, nor shall Veterinary/Animal Care Facility or any of its agents, representatives 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. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social, and other taxes or benefits. No Program Participant shall look to Veterinary/Animal Care Facility for any salaries, insurance, or other benefits.

5. Confidentiality

Except as required by law, School Board and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of Veterinary/Animal Care Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Veterinary/Animal Care Facility. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Veterinary/Animal Care Facility with the option of pursuing remedies for breach or, not withstanding 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 indemnify and hold harmless Veterinary/Animal Care Facility and its officers, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School Board 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 required taxes, withholding, employee benefits or statutory or other entitlements. This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided under applicable Florida Law. Veterinary/Animal Care 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 the Veterinary/Animal Care Facility's employees' or representatives' performance of duties hereunder.

7.	m: Termination	0.01
	The initial term of this Agreement shall be for year(s), commencing	_, 201
	and expiring 201, unless otherwise terminated as provided herein.	TO THE CHOICE TOWN
	Except as otherwise provided herein, either party may terminate this Agreement at any time upon s days written notice, provided that all students currently enrolled in the Program at Veterinary/Anim Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Veterinary/Animal Care Facility, such completion not to exceed six (6) months.	nal Care

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 Veterinary/Animal Care Facility. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

States mail, postage prepaid, addr	ressed as follows:
Veterinary/Animal Care Facility: Attn: Address:	Cheryl Hart 848 Tamiami Trail Port Charlotte, FL. 33953
School Board:	The School Board: The School Board of Sarasota County, Florida Attention: SCTI Director 4748 Beneva Road Sarasota, Florida 34233;
or, to such other persons or places as either other party.	party may from time to time designated by giving written notice to the
IN WITNESS WHEREOF, the parties he	reto have executed this Agreement as of the date first hereinabove stated.
	THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
	By:, Chair
Approved for Legal Content March 17, 2011, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed: ASH	
	Croves Veterinary/Animal Care Facility
	By: Charl Hart (Print Name) Others Hart As Its Fractice Manager

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

14. Notices

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

1.	I understand that as a student in training at _	Groves Vetermary Clinic (the "Veter	rinary
	Facility"), I am not an employee of the Vete coverage, if any,	erinary/Animal Care Facility and, am not entitled to insurance	
	provided to employees of the Veterinary/A	animal Care Facility.	
		Control of the Metaning William Control of the Metaning William Control of the Metaning Control of the Control	loro.
2.	In consideration of the benefits in the form of Facility, and to	of training and experience received at the Veterinary/Animal C	alc
	the extent provided under the laws and regu	ulations of the State of Florida, do hereby agree that I will be s	olely
	responsible for any loss sustained by me, m	ny family, heirs, or any other person(s) or entity(ies) resulting t	rom
	any injury or illness sustained by me while Veterinary Assisting	(name of program) operated by The School Board of S	arasota
	County, Florida, at the Veterinary/Animal C	Care Facility unless loss from such injury or illness arises solel	y out of
th	e	/Animal Care Facility or its employees or representatives.	
	Dated this: day of	, 201	
		Program Participant	
	10	STATES CO. AND PROCESSION OF THE CO.	
		WITNESS	
Pa	rent's /Guardian Signature:		
_	(Required if student is under 18)	đ	
D-	***		
וע	ite:		

EXHIBIT B

CONFIDENTIALITY STATEMENT

between The School Bo ("the Veterinary/Animal Facility patients as all confidential inform law, not to reveal to any person or p	ard of Sarasota Count, Care Facility") to kee s, as well nation of the Veterina ersons, except authori d further agrees not to	responsibility under applicable Federal law and the Agreement y, Florida and Orove Veterinory Clinical p confidential any information regarding the Veterinary/Animal Carry/Animal Care Facility. The undersigned agrees, under penalty of zed clinical staff and associated personnel, any specific information or reveal to any third party any confidential information of the
Dated this:	day of	, 201 Program Participant
WITNESS		-

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

RISK MANAGEMENT

1960 LANDINGS BOULEVARD

SARASOTA, FLORIDA 34231-3331

TELEPHONE (941) 927-9000 • FAX (941) 927-4046

www.sarasota.k12.fl.us

TO WHOM IT MAY CONCERN:

This will certify that on January 6, 1987, the School Board of Sarasota County, Florida, in public assembly, by resolution, became self-funded for all general liability claims, effective January 15, 1987, pursuant to the provisions of Florida Statute 768.28. This election is continuous until reseinded by official action of the School Board.

Bert Palmer Risk Manager

STATE OF FLORIDA COUNTY OF SARASOTA

WITNESS my hand and official seal

this 2th day of Saptember 2010.

Notary Public, State at Large
My Commission Expires:

PANDORA MARLOW-UTLEY
MY CONMISSION # ND 893550
EXPIRES: July 21, 2013
Bonded Thru Notary Public Underwriters

AFFILIATION AGREEMENT

This Agreement is made and entered	into as of this	day.of	
between THE SCHOOL BOARD	OF SARASOTA CO	OUNTY, FLORI	DA ("School Board") and ("Veterinary/Animal Care
Facility").	Thursday		(VOIDAMA)// SMIMAL OUT

WITNESSETH:

WHEREAS, School Board offers to enrolled students a Veterinary Assisting program; and

WHEREAS, Veterinary/Animal Care Facility manages a Veterinary/Animal Care Facility; and

WHEREAS, School Board desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in a Veterinary/Animal Care Facility; and

WHEREAS, Veterinary/Animal Facility has agreed to make its facility available to School Board for such purposes.

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

1. Responsibilities of School Board

- (a) <u>Clinical Program</u>: School Board shall be responsible for the implementation and operation of the clinical component of its program ("Program") at Veterinary/Animal Care Facility, which Program shall be approved in advance by Veterinary/Animal Care Facility. Such responsibilities shall include, but not be limited to, the following:
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 - (iv) continuing oral and written communication with Veterinary/Animal Care Facility regarding student performance and evaluation, absences and assignments of students and other pertinent information;
 - (v) supervision, in coordination with Veterinary/Animal Care Facility, of students and their performance at Veterinary/Animal Care Facility;
 - (vi) participation, with the students, in Veterinary/Animal Care Facility's programs;
 - (vii) performance of such other duties as may from time to time be agreed to between School Board and Veterinary/Animal Care Facility;
 - All students, faculty, employees, agents and representatives of School Board participating in the Program at Veterinary/Animal Care Facility (the "Program Participants") shall coordinate their activities with the Veterinary/Animal Care Facility's identified contact person.
- (b) <u>Student Statements</u>: 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) <u>Insurance</u>: School Board is self-insured for liability purposes, as evidenced in the form attached hereto as Exhibit C.
- (d) <u>Health of Participants</u>: 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 Veterinary/Animal Care Facility. In no event shall the Veterinary/Animal Care Facility be financially responsible for said medical care and treatment.
- (e) <u>Dress Code: Breaks</u>: 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 Veterinary/Animal Care Facility's standards regarding same. All Program Participants shall remain on the Veterinary/Animal Care Facility premises for breaks, including meals. Program Participants shall pay for their own meals at Veterinary/Animal Care Facility.

(f) Performance of Services: All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at Veterinary/Animal Care Facility. School Board shall have a specially designated staff for the performance of the services specified herein. School Board 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 all applicable accrediting bodies and the Bylaws and rules and regulations of Veterinary/Animal Care Facility, and any rules and regulations of School Board as may be in effect from time to time. Neither School Board nor any Program Participant shall interfere with or adversely affect the operation of Veterinary/Animal Care Facility or the performance of services therein.

2. Responsibilities of Veterinary/Animal Care Facility

- (a) Veterinary/Animal Care Facility shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to Veterinary/Animal Care Facility.

 Veterinary/Animal Care Facility shall provide the opportunities for such students, who shall be supervised by School Board and/or Veterinary/Animal Care Facility, to observe and assist in various aspects of veterinary assisting. Veterinary/Animal Care Facility shall coordinate student assignment schedule with its own schedule and those of other educational institutions. Veterinary/Animal Care Facility shall at all times retain ultimate control of the Veterinary/Animal Care Facility and responsibility for animal care.
- (b) Upon the request of School Board, Veterinary/Animal Care 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 Veterinary/Animal Care Facility for any expense or claim incurred by Veterinary/Animal Care Facility as a result of Veterinary/Animal Care Facility's assistance in evaluation and grading of Program Participants hereunder.

3. Withdrawal of Program Participant

Veterinary/Animal Care Facility may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at Veterinary/Animal Care Facility when his/her clinical performance is unsatisfactory to Veterinary/Animal Care Facility or his/her behavior, in Veterinary/Animal Care Facility's discretion, is disruptive or detrimental to Veterinary/Animal Care Facility and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School Board can dismiss the Program Participant from the Program at Veterinary/Animal Care Facility.

4. Independent Contractor

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Veterinary/Animal Care Facility, nor shall Veterinary/Animal Care Facility or any of its agents, representatives 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. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social, and other taxes or benefits. No Program Participant shall look to Veterinary/Animal Care Facility for any salaries, insurance, or other benefits.

5. Confidentiality

Except as required by law, School Board and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of Veterinary/Animal Care Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Veterinary/Animal Care Facility. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Veterinary/Animal Care Facility with the option of pursuing remedies for breach or, not withstanding 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 indemnify and hold harmless Veterinary/Animal Care Facility and its officers, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School Board 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 required taxes, withholding, employee benefits or statutory or other entitlements. This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided under applicable Florida Law. Veterinary/Animal Care 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 the Veterinary/Animal Care Facility's employees' or representatives' performance of duties hereunder.

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7.	Term		erm	ma	fion
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- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon sixty (60) days written notice, provided that all students currently enrolled in the Program at Veterinary/Animal Care Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Veterinary/Animal Care Facility, such completion 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 Veterinary/Animal Care Facility. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

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 M 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:		
Veterinary/Animal Care Facility: Attn: Address:	Heron Creek Anim. Hosp. Toresa Smith Ovn 1219 N. Sumter Blvd. North Part, FL 34286	
School Board:	The School Board: The School Board of Sarasota County, Florida Attention: SCTI Director 4748 Beneva Road Sarasota, Florida 34233;	
or, to such other persons or places as either other party.	party may from time to time designated by giving written notice to the	
IN WITNESS WHEREOF, the parties her	reto have executed this Agreement as of the date first hereinabove stated.	
	THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA	
	By:, Chair	
Approved for Legal Content March 17, 2011, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed: ASH		

Name of Veterinary/Animal Care Facility

By: Illes with OVM

(Print Name) Telvesa Snith DVM

As Its OWNER

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

1. I understand that as a student in training at	eron Creek Animal Hash (the "Veterinary ry/Animal Care Facility and, am not entitled to insurance
coverage, if any, provided to employees of the Veterinary/Anima	
Facility, and to	ining and experience received at the Veterinary/Animal Care
responsible for any loss sustained by me, my far any injury or illness sustained by me while parti	ons of the State of Florida, do hereby agree that I will be solely mily, heirs, or any other person(s) or entity(ies) resulting from icipating in the program for
County, Florida, at the Veterinary/Animal Care	(name of program) operated by The School Board of Sarasota Facility unless loss from such injury or illness arises solely out of
the negligence or misconduct of the Veterinary/Anir	mal Care Facility or its employees or representatives.
Dated this: day of	, 201
·	Program Participant
	WITNESS
Davant's (Cyandian Signature)	
Parent's /Guardian Signature:	
	e
(Required if student is under 18)	9
Date:	

EXHIBIT B

CONFIDENTIALITY STATEMENT

Dated this: day of, 201	("the Veterinary/Anima Facility patien as all confidential info law, not to reveal to any person or	al Care Facility") to ke its, as well rmation of the Veterina persons, except author and further agrees not t	r responsibility under applicable Federal law and the Agreement ty, Florida and Heron Creek Animal Heron Creek Animal Care ep confidential any information regarding the Veterinary/Animal Care ary/Animal Care Facility. The undersigned agrees, under penalty of rized clinical staff and associated personnel, any specific information to reveal to any third party any confidential information of the v.
	Dated this:	day of	, 201
Program Participant WITNESS			Program Participant

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

RISK MANAGEMENT

1960 LANDINGS BOULEVARD

SARASOTA, FLORIDA 34231-3331

TELEPHONE (941) 927-9000 • FAX (941) 927-4046

www.sarasola.k12.fl.us

TO WHOM IT MAY CONCERN:

This will certify that on January 6, 1987, the School Board of Sarasota County, Florida, in public assembly, by resolution, became self-funded for all general liability claims, effective January 15, 1987, pursuant to the provisions of Florida Statute 768.28. This election is continuous until rescinded by official action of the School Board.

Bert Palmer Risk Manager

STATE OF FLORIDA COUNTY OF SARASOTA

WITNESS my hand and official seal

this 2th day of Saptember 2010.

Notary Public, State at Large

My Commission Expires:

AFFILIATION AGREEMENT

This Agreement is made and entered into as of this	lay of, 201, by and
between THE SCHOOL BOARD OF SARASOTA COU	NTY, FLORIDA ("School Board") and
between THE SCHOOL BOARD OF SARASOTA COU OCORON CO UNITED HOSPITAL	("Veterinary/Animal Care
Facility").	

WITNESSETH:

WHEREAS, School Board offers to enrolled students a Veterinary Assisting program; and WHEREAS, Veterinary/Animal Care Facility manages a Veterinary/Animal Care Facility; and WHEREAS, School Board desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in a Veterinary/Animal Care Facility; and WHEREAS, Veterinary/Animal Facility has agreed to make its facility available to School Board for such purposes.

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

1. Responsibilities of School Board

- (a) <u>Clinical Program</u>: School Board shall be responsible for the implementation and operation of the clinical component of its program ("Program") at Veterinary/Animal Care Facility, which Program shall be approved in advance by Veterinary/Animal Care Facility. Such responsibilities shall include, but not be limited to, the following:
 - (i) orientation of students to the general career pathways available at Veterinary/Animal Care Facility;
 - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Veterinary/Animal Care Facility;
 - (iii) preparation of student/patient assignments for each student and coordination of same with Veterinary/Animal Care Facility;
 - (iv) continuing oral and written communication with Veterinary/Animal Care Facility regarding student performance and evaluation, absences and assignments of students and other pertinent information;
 - (v) supervision, in coordination with Veterinary/Animal Care Facility, of students and their performance at Veterinary/Animal Care Facility;
 - (vi) participation, with the students, in Veterinary/Animal Care Facility's programs;
 - (vii) performance of such other duties as may from time to time be agreed to between School Board and Veterinary/Animal Care Facility;
 - All students, faculty, employees, agents and representatives of School Board participating in the Program at Veterinary/Animal Care Facility (the "Program Participants") shall coordinate their activities with the Veterinary/Animal Care Facility's identified contact person.
- (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) <u>Insurance</u>: School Board is self-insured for liability purposes, as evidenced in the form attached hereto as Exhibit C.
- (d) <u>Health of Participants</u>: 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 Veterinary/Animal Care Facility. In no event shall the Veterinary/Animal Care Facility be financially responsible for said medical care and treatment.
- (e) <u>Dress Code</u>; <u>Breaks</u>: 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 Veterinary/Animal Care Facility's standards regarding same. All Program Participants shall remain on the Veterinary/Animal Care Facility premises for breaks, including meals. Program Participants shall pay for their own meals at Veterinary/Animal Care Facility.

(f) Performance of Services: All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at Veterinary/Animal Care Facility. School Board shall have a specially designated staff for the performance of the services specified herein. School Board 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 all applicable accrediting bodies and the Bylaws and rules and regulations of Veterinary/Animal Care Facility, and any rules and regulations of School Board as may be in effect from time to time. Neither School Board nor any Program Participant shall interfere with or adversely affect the operation of Veterinary/Animal Care Facility or the performance of services therein.

2. Responsibilities of Veterinary/Animal Care Facility

- (a) Veterinary/Animal Care Facility shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to Veterinary/Animal Care Facility.

 Veterinary/Animal Care Facility shall provide the opportunities for such students, who shall be supervised by School Board and/or Veterinary/Animal Care Facility, to observe and assist in various aspects of veterinary assisting. Veterinary/Animal Care Facility shall coordinate student assignment schedule with its own schedule and those of other educational institutions. Veterinary/Animal Care Facility shall at all times retain ultimate control of the Veterinary/Animal Care Facility and responsibility for animal care.
- (b) Upon the request of School Board, Veterinary/Animal Care 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 Veterinary/Animal Care Facility for any expense or claim incurred by Veterinary/Animal Care Facility as a result of Veterinary/Animal Care Facility's assistance in evaluation and grading of Program Participants hereunder.

3. Withdrawal of Program Participant

Veterinary/Animal Care Facility may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at Veterinary/Animal Care Facility when his/her clinical performance is unsatisfactory to Veterinary/Animal Care Facility or his/her behavior, in Veterinary/Animal Care Facility's discretion, is disruptive or detrimental to Veterinary/Animal Care Facility and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School Board can dismiss the Program Participant from the Program at Veterinary/Animal Care Facility.

4. Independent Contractor

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Veterinary/Animal Care Facility, nor shall Veterinary/Animal Care Facility or any of its agents, representatives 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. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social, and other taxes or benefits. No Program Participant shall look to Veterinary/Animal Care Facility for any salaries, insurance, or other benefits.

5. Confidentiality

Except as required by law, School Board and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of Veterinary/Animal Care Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Veterinary/Animal Care Facility. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Veterinary/Animal Care Facility with the option of pursuing remedies for breach or, not withstanding 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 indemnify and hold harmless Veterinary/Animal Care Facility and its officers, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School Board 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 required taxes, withholding, employee benefits or statutory or other entitlements. This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided under applicable Florida Law. Veterinary/Animal Care 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 the Veterinary/Animal Care Facility's employees' or representatives' performance of duties hereunder.

7.	Term: Termination	*>	
	(a) The initial term of this Agr		, 201
	and expiring	, 201, unless otherwise terminated as provided here	ein.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon sixty (60) days written notice, provided that all students currently enrolled in the Program at Veterinary/Animal Care Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Veterinary/Animal Care Facility, such completion 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 Veterinary/Animal Care Facility. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

personally, by registered or certific and shall be deemed to have been States mail, postage prepaid, addre	ed mail, return receipt requested, or by Federal Express, or Express Mail duly given when delivered personally or when deposited in the United essed as follows:
Veterinary/Animal Care Facility: Attn: Address:	Jacaranda anmal Idospital Monica Leightro 305 725 Parasonold Shamrock Blvd. Venue, FT. 34293
School Board:	The School Board: The School Board of Sarasota County, Florida Attention: SCTI Director 4748 Beneva Road Sarasota, Florida 34233;
or, to such other persons or places as either other party.	party may from time to time designated by giving written notice to the
IN WITNESS WHEREOF, the parties her	reto have executed this Agreement as of the date first hereinabove stated.
	THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
	By:, Chair
Approved for Legal Content March 17, 2011, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed:ASH_	
	Jacaranda annal Mospfal Name of Veterinary/Animal Care Facility
	By: (Print Name) Much and Rounds n)

As Its _ Gwner

All notices, requests, demands, or other communications hereunder shall be in writing, delivered

14. Notices

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

1.	I. I understand that as a student in training at	and Core Eggility and am not estitled to insurance
	Facility"), I am not an employee of the Veterinary/Anin coverage, if any,	ial Care Facility and, and not entitled to insurance
	provided to employees of the Veterinary/Animal Care	Facility.
2.	2. In consideration of the benefits in the form of training a Facility, and to	
	the extent provided under the laws and regulations of the responsible for any loss sustained by me, my family, he any injury or illness sustained by me while participating	eirs, or any other person(s) or entity(ies) resulting from g in the program for
	Veterinary Assisting (nan	ne of program) operated by The School Board of Sarasota unless loss from such injury or illness arises solely out of
the	he	
	negligence or misconduct of the Veterinary/Animal Car	e Facility or its employees or representatives.
	Dated this: day of	, 201
		Program Participant
	•	1108
		WITNESS
Pa	Parent's /Guardian Signature:	
	(Required if student is under 18)	
Da	Date:	

EXHIBIT B

CONFIDENTIALITY STATEMENT

between The School Board ("the Veterinary/Animal Car Facility patients, as as all confidential information law, not to reveal to any person or person	of Sarasota County, Flore Facility") to keep con- well on of the Veterinary/An ons, except authorized clarther agrees not to revea	nsibility under applicable Federal law and the Agreem rida and Care Facility. The undersigned agrees, under per inical staff and associated personnel, any specific information any third party any confidential information of the	imal Car nalty of
Dated this:	day of	, 201	
		Program Participant	
WITNESS			

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

RISK MANAGEMENT

1960 LANDINGS BOULEVARD

SARASOTA, FLORIDA 34231-3331

TELEPHONE (941) 927-9000 • FAX (941) 927-4046

www.sarasota.k12.fl.us

TO WHOM IT MAY CONCERN:

This will certify that on January 6, 1987, the School Board of Sarasota County, Florida, in public assembly, by resolution, became self-funded for all general liability claims, effective January 15, 1987, pursuant to the provisions of Florida Statute 768.28. This election is continuous until reseinded by official action of the School Board.

Bert Palmer

Risk Manager

STATE OF FLORIDA COUNTY OF SARASOTA

WITNESS my hand and official seal

this 2th day of Saptember 2010.

Mielon Utley Notary Public, State at Large

My Commission Expires:

AFFILIATION AGREEMENT

This Agreement is made and entered into as of this agreement the SCHOOL BOARD OF SARASOTA COUNTY	of, 201, by and y, FLORIDA ("School Board") and
PALMER RANCH ANIMAL CLINIC	("Veterinary/Animal Care
Facility").	

WITNESSETH:

WHEREAS, School Board offers to enrolled students a Veterinary Assisting program; and WHEREAS, Veterinary/Animal Care Facility manages a Veterinary/Animal Care Facility; and WHEREAS, School Board desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in a Veterinary/Animal Care Facility; and WHEREAS, Veterinary/Animal Facility has agreed to make its facility available to School Board for such purposes.

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

1. Responsibilities of School Board

- (a) <u>Clinical Program</u>: School Board shall be responsible for the implementation and operation of the clinical component of its program ("Program") at Veterinary/Animal Care Facility, which Program shall be approved in advance by Veterinary/Animal Care Facility. Such responsibilities shall include, but not be limited to, the following:
 - (i) orientation of students to the general career pathways available at Veterinary/Animal Care Facility;
 - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Veterinary/Animal Care Facility;
 - (iii) preparation of student/patient assignments for each student and coordination of same with Veterinary/Animal Care Facility;
 - (iv) continuing oral and written communication with Veterinary/Animal Care Facility regarding student performance and evaluation, absences and assignments of students and other pertinent information;
 - (v) supervision, in coordination with Veterinary/Animal Care Facility, of students and their performance at Veterinary/Animal Care Facility;
 - (vi) participation, with the students, in Veterinary/Animal Care Facility's programs;
 - (vii) performance of such other duties as may from time to time be agreed to between School Board and Veterinary/Animal Care Facility;
 - All students, faculty, employees, agents and representatives of School Board participating in the Program at Veterinary/Animal Care Facility (the "Program Participants") shall coordinate their activities with the Veterinary/Animal Care Facility's identified contact person.
- (b) <u>Student Statements</u>: 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) <u>Insurance</u>: School Board is self-insured for liability purposes, as evidenced in the form attached hereto as Exhibit C.
- (d) <u>Health of Participants</u>: 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 Veterinary/Animal Care Facility. In no event shall the Veterinary/Animal Care Facility be financially responsible for said medical care and treatment.
- (e) <u>Dress Code</u>; <u>Breaks</u>: 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 Veterinary/Animal Care Facility's standards regarding same. All Program Participants shall remain on the Veterinary/Animal Care Facility premises for breaks, including meals. Program Participants shall pay for their own meals at Veterinary/Animal Care Facility.

(f) Performance of Services: All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at Veterinary/Animal Care Facility. School Board shall have a specially designated staff for the performance of the services specified herein. School Board 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 all applicable accrediting bodies and the Bylaws and rules and regulations of Veterinary/Animal Care Facility, and any rules and regulations of School Board as may be in effect from time to time. Neither School Board nor any Program Participant shall interfere with or adversely affect the operation of Veterinary/Animal Care Facility or the performance of services therein.

2. Responsibilities of Veterinary/Animal Care Facility

- (a) Veterinary/Animal Care Facility shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to Veterinary/Animal Care Facility.

 Veterinary/Animal Care Facility shall provide the opportunities for such students, who shall be supervised by School Board and/or Veterinary/Animal Care Facility, to observe and assist in various aspects of veterinary assisting. Veterinary/Animal Care Facility shall coordinate student assignment schedule with its own schedule and those of other educational institutions. Veterinary/Animal Care Facility shall at all times retain ultimate control of the Veterinary/Animal Care Facility and responsibility for animal care.
- (b) Upon the request of School Board, Veterinary/Animal Care 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 Veterinary/Animal Care Facility for any expense or claim incurred by Veterinary/Animal Care Facility as a result of Veterinary/Animal Care Facility's assistance in evaluation and grading of Program Participants hereunder.

3. Withdrawal of Program Participant

Veterinary/Animal Care Facility may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at Veterinary/Animal Care Facility when his/her clinical performance is unsatisfactory to Veterinary/Animal Care Facility or his/her behavior, in Veterinary/Animal Care Facility's discretion, is disruptive or detrimental to Veterinary/Animal Care Facility and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School Board can dismiss the Program Participant from the Program at Veterinary/Animal Care Facility.

4. Independent Contractor

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Veterinary/Animal Care Facility, nor shall Veterinary/Animal Care Facility or any of its agents, representatives 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. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social, and other taxes or benefits. No Program Participant shall look to Veterinary/Animal Care Facility for any salaries, insurance, or other benefits.

5. Confidentiality

Except as required by law, School Board and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of Veterinary/Animal Care Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Veterinary/Animal Care Facility. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Veterinary/Animal Care Facility with the option of pursuing remedies for breach or, not withstanding 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 indemnify and hold harmless Veterinary/Animal Care Facility and its officers, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School Board 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 required taxes, withholding, employee benefits or statutory or other entitlements. This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided under applicable Florida Law. Veterinary/Animal Care 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 the Veterinary/Animal Care Facility's employees' or representatives' performance of duties hereunder.

Term: Termination			
(a) The initial term of this Agreement shall be for	9	year(s), commencing	, 201,

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 Veterinary/Animal Care Facility. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

and shall be deemed to have been States mail, postage prepaid, addre	duly given when delivered personally or when deposited in the United essed as follows:
Veterinary/Animal Care Facility:	PALMER RANCH ANIMAL CLINIC TAWNYA 8467 S. TAMIAMI TR SARASOTA, E. 34238
Attn:	TAWNYA
Address:	8467 S. TAMIAMI TR
	SARASOTA, R. 34238
School Board:	The School Board: The School Board of Sarasota County, Florida Attention: SCTI Director 4748 Beneva Road Sarasota, Florida 34233;
or, to such other persons or places as either other party.	party may from time to time designated by giving written notice to the
IN WITNESS WHEREOF, the parties her	reto have executed this Agreement as of the date first hereinabove stated
	THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
	By:, Chair
Approved for Legal Content March 17, 2011, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed: ASH	
	PALMER RANCH ANIMAN CLINIC Name of Veterinary/Animal Care Facility
	By: Tawnya Wyatt (Print Name) Tawnya Wyatt As Its MANAGER
	(Print Name) TAWNYA WYATT
	As Its <u>VVIANAGEN</u>

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

14. Notices

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

1. I understand that as a student in train	ing at Palmer Ranch Animal Cinic (the "Veterinary
coverage, if any,	he Veterinary/Animal Care Facility and, am not entitled to insurance
provided to employees of the Veteri	nary/Animal Care Facility.
Facility, and to	e form of training and experience received at the Veterinary/Animal Care
responsible for any loss sustained by	and regulations of the State of Florida, do hereby agree that I will be solely me, my family, heirs, or any other person(s) or entity(ies) resulting from the while participating in the program for
Veterinary Assisting	(name of program) operated by The School Board of Sarasota
County, Florida, at the Veterinary/An	nimal Care Facility unless loss from such injury or illness arises solely out of
negligence or misconduct of the Vete	erinary/Animal Care Facility or its employees or representatives.
Dated this: day of	, 201
ä	Program Participant
	WITNESS
Parent's /Guardian Signature:	
(Required if student is under 18)	
Date:	ii ii

EXHIBIT B

CONFIDENTIALITY STATEMENT

between The School Boar ("the Veterinary/Animal C Facility patients, as all confidential information, not to reveal to any person or per	rd of Sarasota Cour Care Facility") to ke as well ation of the Veterin rsons, except autho further agrees not	er responsibility under applicable Federal law and the Agreement aty, Florida and Palmev Rape Animal Care confidential any information regarding the Veterinary/Animal Care ary/Animal Care Facility. The undersigned agrees, under penalty of rized clinical staff and associated personnel, any specific information to reveal to any third party any confidential information of the w.
Dated this:	day of	, 201
	•	»
		Program Participant
WITNESS		

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

RISK MANAGEMENT

1960 LANDINGS BOULEVARD

SARASOTA, FLORIDA 34231-3331

TELEPHONE (941) 927-9000 • FAX (941) 927-4046

www.sarasota.k12.fl.us

TO WHOM IT MAY CONCERN:

This will certify that on January 6, 1987, the School Board of Sarasota County, Florida, in public assembly, by resolution, became self-funded for all general liability claims, effective January 15, 1987, pursuant to the provisions of Florida Statute 768.28. This election is continuous until rescinded by official action of the School Board.

Bert Palmer

Risk Manager

STATE OF FLORIDA COUNTY OF SARASOTA

WITNESS my hand and official seal

this 2 day of September 2010.

Mielon Utley Notary Public, State at Large

My Commission Expires:

AFFILIATION AGREEMENT

This Agreement is mad	e and entered into as	of this	day of		, 201 , by a	ınd
between THE SCHOO	OL BOARD OF SA	RASOTA COL	JNTY, FLORID	A ("School Board") ar	nd —	
Sarasota	1eterinary	Emerge	ncy Hos	O ("Veterinary/An	imal Care	
Facility").	J	J	1			

WITNESSETH:

WHEREAS, School Board offers to enrolled students a Veterinary Assisting program; and WHEREAS, Veterinary/Animal Care Facility manages a Veterinary/Animal Care Facility; and WHEREAS, School Board desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in a Veterinary/Animal Care Facility; and WHEREAS, Veterinary/Animal Facility has agreed to make its facility available to School Board for such purposes.

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

1. Responsibilities of School Board

- (a) <u>Clinical Program</u>: School Board shall be responsible for the implementation and operation of the clinical component of its program ("Program") at Veterinary/Animal Care Facility, which Program shall be approved in advance by Veterinary/Animal Care Facility. Such responsibilities shall include, but not be limited to, the following:
 - (i) orientation of students to the general career pathways available at Veterinary/Animal Care Facility;
 - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Veterinary/Animal Care Facility;
 - (iii) preparation of student/patient assignments for each student and coordination of same with Veterinary/Animal Care Facility;
 - (iv) continuing oral and written communication with Veterinary/Animal Care Facility regarding student performance and evaluation, absences and assignments of students and other pertinent information;
 - (v) supervision, in coordination with Veterinary/Animal Care Facility, of students and their performance at Veterinary/Animal Care Facility;
 - (vi) participation, with the students, in Veterinary/Animal Care Facility's programs;
 - (vii) performance of such other duties as may from time to time be agreed to between School Board and Veterinary/Animal Care Facility;
 - All students, faculty, employees, agents and representatives of School Board participating in the Program at Veterinary/Animal Care Facility (the "Program Participants") shall coordinate their activities with the Veterinary/Animal Care Facility's identified contact person.
- (b) <u>Student Statements</u>: 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) <u>Insurance</u>: School Board is self-insured for liability purposes, as evidenced in the form attached hereto as Exhibit C.
- (d) <u>Health of Participants</u>: 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 Veterinary/Animal Care Facility. In no event shall the Veterinary/Animal Care Facility be financially responsible for said medical care and treatment.
- (e) <u>Dress Code</u>; <u>Breaks</u>: 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 Veterinary/Animal Care Facility's standards regarding same. All Program Participants shall remain on the Veterinary/Animal Care Facility premises for breaks, including meals. Program Participants shall pay for their own meals at Veterinary/Animal Care Facility.

(f) Performance of Services: All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at Veterinary/Animal Care Facility. School Board shall have a specially designated staff for the performance of the services specified herein. School Board 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 all applicable accrediting bodies and the Bylaws and rules and regulations of Veterinary/Animal Care Facility, and any rules and regulations of School Board as may be in effect from time to time. Neither School Board nor any Program Participant shall interfere with or adversely affect the operation of Veterinary/Animal Care Facility or the performance of services therein.

2. Responsibilities of Veterinary/Animal Care Facility

- (a) Veterinary/Animal Care Facility shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to Veterinary/Animal Care Facility.

 Veterinary/Animal Care Facility shall provide the opportunities for such students, who shall be supervised by School Board and/or Veterinary/Animal Care Facility, to observe and assist in various aspects of veterinary assisting. Veterinary/Animal Care Facility shall coordinate student assignment schedule with its own schedule and those of other educational institutions. Veterinary/Animal Care Facility shall at all times retain ultimate control of the Veterinary/Animal Care Facility and responsibility for animal care.
- (b) Upon the request of School Board, Veterinary/Animal Care 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 Veterinary/Animal Care Facility for any expense or claim incurred by Veterinary/Animal Care Facility as a result of Veterinary/Animal Care Facility's assistance in evaluation and grading of Program Participants hereunder.

3. Withdrawal of Program Participant

Veterinary/Animal Care Facility may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at Veterinary/Animal Care Facility when his/her clinical performance is unsatisfactory to Veterinary/Animal Care Facility or his/her behavior, in Veterinary/Animal Care Facility's discretion, is disruptive or detrimental to Veterinary/Animal Care Facility and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School Board can dismiss the Program Participant from the Program at Veterinary/Animal Care Facility.

4. Independent Contractor

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Veterinary/Animal Care Facility, nor shall Veterinary/Animal Care Facility or any of its agents, representatives 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. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social, and other taxes or benefits. No Program Participant shall look to Veterinary/Animal Care Facility for any salaries, insurance, or other benefits.

5. Confidentiality

Except as required by law, School Board and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of Veterinary/Animal Care Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Veterinary/Animal Care Facility. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Veterinary/Animal Care Facility with the option of pursuing remedies for breach or, not withstanding 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 indemnify and hold harmless Veterinary/Animal Care Facility and its officers, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School Board 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 required taxes, withholding, employee benefits or statutory or other entitlements. This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided under applicable Florida Law. Veterinary/Animal Care 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 the Veterinary/Animal Care Facility's employees' or representatives' performance of duties hereunder.

7.	Term: Termination		
	(a) The initial term of	f this Agreement shall be foryear(s), commencing	, 201,
	and expiring	, 201 , unless otherwise terminated as provided l	herein.
	(b) Except as otherwis	se provided herein, either party may terminate this Agreement at any	time upon sixty (60)
	days written notic	ce, provided that all students currently enrolled in the Program at Vete	erinary/Animal Care
	Facility at the tim	e of notice of termination shall be given the opportunity to complete	their clinical
	Program at Veteri	inary/Animal Care Facility, such completion not to exceed six (6) mo	nths.

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 Veterinary/Animal Care Facility. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

and shall be deemed to have been States mail, postage prepaid, addr	duly given when delivered personally or when deposited in the United essed as follows:
Veterinary/Animal Care Facility: Attn: Address:	Sarasota Veterinary Emergency Hospita Wendy Ellis 7517 S. Tamiami Trail Sarasota, FL 34231
School Board:	The School Board: The School Board of Sarasota County, Florida Attention: SCTI Director 4748 Beneva Road Sarasota, Florida 34233;
or, to such other persons or places as either other party.	party may from time to time designated by giving written notice to the
IN WITNESS WHEREOF, the parties he	reto have executed this Agreement as of the date first hereinabove stated.
	THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
	By:, Chair
Approved for Legal Content March 17, 2011, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed: ASH	
	Sarasota Veterinary Emergency Hospital Name of Veterinary/Animal Care Facility
	By: Wendy Ellis Unew Ellis (Print Name) As Its OWNEY, ER VE+

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

14. Notices

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

1. I understand that as a student in training at Square Facility"), I am not an employee of the Veterinary/A coverage, if any, provided to employees of the Veterinary/Animal Ca	Animal Care Facility and, am not entitled to insurance are Facility.
Facility, and to the extent provided under the laws and regulations responsible for any loss sustained by me, my family	(name of program) operated by The School Board of Sarasota ility unless loss from such injury or illness arises solely out of
Dated this: day of	, 201
	Program Participant
	WITNESS
Parent's /Guardian Signature:	5 3
(Required if student is under 18)	
Date:	

EXHIBIT B

CONFIDENTIALITY STATEMENT

("the Veterinary/Animal Care Facility") to keep confid Facility patients, as well as all confidential information of the Veterinary/Anim	ibility under applicable Federal law and the Agreement la and Soroscial Veternary Emergence lential any information regarding the Veterinary/Animal Care lal Care Facility. The undersigned agrees, under penalty of ical staff and associated personnel, any specific information to any third party any confidential information of the
Dated this: day of	, 201
WITNESS	Program Participant

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

RISK MANAGEMENT

1960 LANDINGS BOULEVARD

SARASOTA, FLORIDA 34231-3331

TELEPHONE (941) 927-9000 • FAX (941) 927-4046

www.sarasota.k12.fl.us

TO WHOM IT MAY CONCERN:

This will certify that on January 6, 1987, the School Board of Sarasota County, Florida, in public assembly, by resolution, became self-funded for all general liability claims, effective January 15, 1987, pursuant to the provisions of Florida Statute 768.28. This election is continuous until rescinded by official action of the School Board.

Bert Palmer

Risk Manager

STATE OF FLORIDA COUNTY OF SARASOTA

WITNESS my hand and official seal

this 2'nd day of Saptember 2010.

Notary Public, State at Large

My Commission Expires:

AFFILIATION AGREEMENT

This Agreement is made and entered into as of this between THE SCHOOL BOARD OF SARASOTA O	day of	, 201, by and A ("School Board") and
Toledo Blade Animai Clinic		("Veterinary/Animal Care
Facility").		

WITNESSETH:

WHEREAS, School Board offers to enrolled students a Veterinary Assisting program; and WHEREAS, Veterinary/Animal Care Facility manages a Veterinary/Animal Care Facility; and WHEREAS, School Board desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in a Veterinary/Animal Care Facility; and WHEREAS, Veterinary/Animal Facility has agreed to make its facility available to School Board for such purposes.

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

1. Responsibilities of School Board

- (a) <u>Clinical Program</u>: School Board shall be responsible for the implementation and operation of the clinical component of its program ("Program") at Veterinary/Animal Care Facility, which Program shall be approved in advance by Veterinary/Animal Care Facility. Such responsibilities shall include, but not be limited to, the following:
 - (i) orientation of students to the general career pathways available at Veterinary/Animal Care Facility;
 - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Veterinary/Animal Care Facility;
 - (iii) preparation of student/patient assignments for each student and coordination of same with Veterinary/Animal Care Facility;
 - (iv) continuing oral and written communication with Veterinary/Animal Care Facility regarding student performance and evaluation, absences and assignments of students and other pertinent information;
 - (v) supervision, in coordination with Veterinary/Animal Care Facility, of students and their performance at Veterinary/Animal Care Facility;
 - (vi) participation, with the students, in Veterinary/Animal Care Facility's programs;
 - (vii) performance of such other duties as may from time to time be agreed to between School Board and Veterinary/Animal Care Facility;
 - All students, faculty, employees, agents and representatives of School Board participating in the Program at Veterinary/Animal Care Facility (the "Program Participants") shall coordinate their activities with the Veterinary/Animal Care Facility's identified contact person.
 - (b) <u>Student Statements</u>: 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) <u>Insurance</u>: School Board is self-insured for liability purposes, as evidenced in the form attached hereto as Exhibit C.
- (d) <u>Health of Participants</u>: 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 Veterinary/Animal Care Facility. In no event shall the Veterinary/Animal Care Facility be financially responsible for said medical care and treatment.
- (e) <u>Dress Code</u>; <u>Breaks</u>: 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 Veterinary/Animal Care Facility's standards regarding same. All Program Participants shall remain on the Veterinary/Animal Care Facility premises for breaks, including meals. Program Participants shall pay for their own meals at Veterinary/Animal Care Facility.

(f) Performance of Services: All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at Veterinary/Animal Care Facility. School Board shall have a specially designated staff for the performance of the services specified herein. School Board 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 all applicable accrediting bodies and the Bylaws and rules and regulations of Veterinary/Animal Care Facility, and any rules and regulations of School Board as may be in effect from time to time. Neither School Board nor any Program Participant shall interfere with or adversely affect the operation of Veterinary/Animal Care Facility or the performance of services therein.

2. Responsibilities of Veterinary/Animal Care Facility

- (a) Veterinary/Animal Care Facility shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to Veterinary/Animal Care Facility.

 Veterinary/Animal Care Facility shall provide the opportunities for such students, who shall be supervised by School Board and/or Veterinary/Animal Care Facility, to observe and assist in various aspects of veterinary assisting. Veterinary/Animal Care Facility shall coordinate student assignment schedule with its own schedule and those of other educational institutions. Veterinary/Animal Care Facility shall at all times retain ultimate control of the Veterinary/Animal Care Facility and responsibility for animal care.
- (b) Upon the request of School Board, Veterinary/Animal Care 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 Veterinary/Animal Care Facility for any expense or claim incurred by Veterinary/Animal Care Facility as a result of Veterinary/Animal Care Facility's assistance in evaluation and grading of Program Participants hereunder.

3. Withdrawal of Program Participant

Veterinary/Animal Care Facility may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at Veterinary/Animal Care Facility when his/her clinical performance is unsatisfactory to Veterinary/Animal Care Facility or his/her behavior, in Veterinary/Animal Care Facility's discretion, is disruptive or detrimental to Veterinary/Animal Care Facility and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School Board can dismiss the Program Participant from the Program at Veterinary/Animal Care Facility.

4. Independent Contractor

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Veterinary/Animal Care Facility, nor shall Veterinary/Animal Care Facility or any of its agents, representatives 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. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social, and other taxes or benefits. No Program Participant shall look to Veterinary/Animal Care Facility for any salaries, insurance, or other benefits.

5. Confidentiality

Except as required by law, School Board and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of Veterinary/Animal Care Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Veterinary/Animal Care Facility. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Veterinary/Animal Care Facility with the option of pursuing remedies for breach or, not withstanding 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 indemnify and hold harmless Veterinary/Animal Care Facility and its officers, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School Board 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 required taxes, withholding, employee benefits or statutory or other entitlements. This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided under applicable Florida Law. Veterinary/Animal Care 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 the Veterinary/Animal Care Facility's employees' or representatives' performance of duties hereunder.

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1	Term:	Lerm	เทา	rion

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon sixty (60) days written notice, provided that all students currently enrolled in the Program at Veterinary/Animal Care Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Veterinary/Animal Care Facility, such completion 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 Veterinary/Animal Care Facility. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

personally, by registered or certified	other communications hereunder shall be in writing, delivered d mail, return receipt requested, or by Federal Express, or Express Mail buly given when delivered personally or when deposited in the United seed as follows:
Veterinary/Animal Care Facility:	toledo Blade Animal clinic
Attn:	Stacy Minnich
Address:	3535 Bob cat Village Con 14
	N. Red Fl 38288
School Board:	The School Board: The School Board of Sarasota County, Florida Attention: SCTI Director 4748 Beneva Road Sarasota, Florida 34233;
or, to such other persons or places as either pother party.	party may from time to time designated by giving written notice to the
IN WITNESS WHEREOF, the parties here	eto have executed this Agreement as of the date first hereinabove stated.
	THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
	By:, Chair
	(Print Name), Chair
Approved for Legal Content March 17, 2011, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed: ASH	
	Teledo Blade Animal Clinic
	Name of Veterinary/Animal Care Facility
	By: tand Minnich As Its Pachte Manager

14. Notices

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

1.	I understand that as a student in training at	e Facility and, am not entitled to insurance
	2. In consideration of the benefits in the form of training and exp Facility, and to the extent provided under the laws and regulations of the State responsible for any loss sustained by me, my family, heirs, or any injury or illness sustained by me while participating in the Veterinary Assisting (name of p County, Florida, at the Veterinary/Animal Care Facility unless the negligence or misconduct of the Veterinary/Animal Care Facility	e of Florida, do hereby agree that I will be solely any other person(s) or entity(ies) resulting from e program for rogram) operated by The School Board of Sarasota loss from such injury or illness arises solely out of
	Dated this: day of	, 201
	Pr	rogram Participant
	W	TTNESS
<u>Pa</u>	Parent's /Guardian Signature:	e i
	(Required if student is under 18)	
D	Date:	

EXHIBIT B

CONFIDENTIALITY STATEMENT

between The School Board ("the Veterinary/Animal Car Facility patients, as as all confidential informati law, not to reveal to any person or person	of Sarasota County, Flor re Facility") to keep conf s well ion of the Veterinary/Ani ons, except authorized clurther agrees not to revea	rida and 10)edo fidential any information fimal Care Facility. The inical staff and associate	regarding the Veterinary/Animal Card undersigned agrees, under penalty of d personnel, any specific information confidential information of the
Dated this:	day of	, 201	
		Program Parti	cinant
WITNESS		110gram 1 arti	orpunt

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

RISK MANAGEMENT

1960 LANDINGS BOULEVARD

SARASOTA, FLORIDA 34231-3331

TELEPHONE (941) 927-9000 • FAX (941) 927-4046

www.sarasola.k12.fl.us

TO WHOM IT MAY CONCERN:

This will certify that on January 6, 1987, the School Board of Sarasota County, Florida, in public assembly, by resolution, became self-funded for all general liability claims, effective January 15, 1987, pursuant to the provisions of Florida Statute 768.28. This election is continuous until rescinded by official action of the School Board.

Bert Palmer Risk Manager

STATE OF FLORIDA COUNTY OF SARASOTA

WITNESS my hand and official seal

this 2 nd day of Saptember 2010.

Notary Public, State at Large

My Commission Expires:

AFFILIATION AGREEMENT

This Agreement is made and entered into as of this	day of	, 201 , by and
between THE SCHOOL BOARD OF SARASOTA C	$\overline{\text{OUNTY}}$, $\overline{\text{FLORIT}}$	A ("School Board") and
VET CARE EXPRESS		("Veterinary/Animal Care
Facility").		

WITNESSETH:

WHEREAS, School Board offers to enrolled students a Veterinary Assisting program; and

WHEREAS, Veterinary/Animal Care Facility manages a Veterinary/Animal Care Facility; and

WHEREAS, School Board desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in a Veterinary/Animal Care Facility; and

WHEREAS, Veterinary/Animal Facility has agreed to make its facility available to School Board for such purposes.

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

1. Responsibilities of School Board

- (a) Clinical Program: School Board shall be responsible for the implementation and operation of the clinical component of its program ("Program") at Veterinary/Animal Care Facility, which Program shall be approved in advance by Veterinary/Animal Care Facility. Such responsibilities shall include, but not be limited to, the following:
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 - (vi) participation, with the students, in Veterinary/Animal Care Facility's programs;
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 - All students, faculty, employees, agents and representatives of School Board participating in the Program at Veterinary/Animal Care Facility (the "Program Participants") shall coordinate their activities with the Veterinary/Animal Care Facility's identified contact person.
- (b) <u>Student Statements</u>: 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) <u>Insurance</u>: School Board is self-insured for liability purposes, as evidenced in the form attached hereto as Exhibit C.
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- (e) <u>Dress Code</u>; <u>Breaks</u>: 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 Veterinary/Animal Care Facility's standards regarding same. All Program Participants shall remain on the Veterinary/Animal Care Facility premises for breaks, including meals. Program Participants shall pay for their own meals at Veterinary/Animal Care Facility.

(f) Performance of Services: All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program at Veterinary/Animal Care Facility. School Board shall have a specially designated staff for the performance of the services specified herein. School Board 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 all applicable accrediting bodies and the Bylaws and rules and regulations of Veterinary/Animal Care Facility, and any rules and regulations of School Board as may be in effect from time to time. Neither School Board nor any Program Participant shall interfere with or adversely affect the operation of Veterinary/Animal Care Facility or the performance of services therein.

2. Responsibilities of Veterinary/Animal Care Facility

- (a) Veterinary/Animal Care Facility shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants to Veterinary/Animal Care Facility. Veterinary/Animal Care Facility shall provide the opportunities for such students, who shall be supervised by School Board and/or Veterinary/Animal Care Facility, to observe and assist in various aspects of veterinary assisting. Veterinary/Animal Care Facility shall coordinate student assignment schedule with its own schedule and those of other educational institutions. Veterinary/Animal Care Facility shall at all times retain ultimate control of the Veterinary/Animal Care Facility and responsibility for animal care.
- (b) Upon the request of School Board, Veterinary/Animal Care 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 Veterinary/Animal Care Facility for any expense or claim incurred by Veterinary/Animal Care Facility as a result of Veterinary/Animal Care Facility's assistance in evaluation and grading of Program Participants hereunder.

3. Withdrawal of Program Participant

Veterinary/Animal Care Facility may, by written request only, require School Board to withdraw or dismiss a student or other Program Participant from the Program at Veterinary/Animal Care Facility when his/her clinical performance is unsatisfactory to Veterinary/Animal Care Facility or his/her behavior, in Veterinary/Animal Care Facility's discretion, is disruptive or detrimental to Veterinary/Animal Care Facility and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School Board can dismiss the Program Participant from the Program at Veterinary/Animal Care Facility.

4. Independent Contractor

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Veterinary/Animal Care Facility, nor shall Veterinary/Animal Care Facility or any of its agents, representatives 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. School Board shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social, and other taxes or benefits. No Program Participant shall look to Veterinary/Animal Care Facility for any salaries, insurance, or other benefits.

5. Confidentiality

Except as required by law, School Board and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of Veterinary/Animal Care Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Veterinary/Animal Care Facility. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Veterinary/Animal Care Facility with the option of pursuing remedies for breach or, not withstanding 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 indemnify and hold harmless Veterinary/Animal Care Facility and its officers, representatives, and employees from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School Board 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 required taxes, withholding, employee benefits or statutory or other entitlements. This provision does not and shall not be construed to waive School Board's entitlement to Sovereign Immunity as provided under applicable Florida Law. Veterinary/Animal Care 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 the Veterinary/Animal Care Facility's employees' or representatives' performance of duties hereunder.

7.	Term: Termination		0.01
	(a) The initial term of the	is Agreement shall be for year(s), commencing	, 201
	and expiring	201 unless otherwise terminated as provided.	herein.
	(b) Except as otherwise	provided herein, either party may terminate this Agreement at any	time upon sixty (60)
	1ittem meties	provided that all students currently enrolled in the Program at Vete	erinary/Animal Care

b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon sixty (or days written notice, provided that all students currently enrolled in the Program at Veterinary/Animal Care Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Veterinary/Animal Care Facility, such completion 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 Veterinary/Animal Care Facility. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Veterinary/Animal Care Facility: Attn: Address:	VET CARE EXPRESS CHERYL BRADY 7907 YAT MYEE. BRADENTON, FL. 34203
School Board:	The School Board: The School Board of Sarasota County, Florida Attention: SCTI Director 4748 Beneva Road Sarasota, Florida 34233;
or, to such other persons or places as either other party.	party may from time to time designated by giving written notice to the
IN WITNESS WHEREOF, the parties he	reto have executed this Agreement as of the date first hereinabove stated.
	THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
	By:, Chair
Approved for Legal Content March 17, 2011, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed:ASH_	
	Name of Veterinary/Animal Care Facility
J	By:

All notices, requests, demands, or other communications hereunder shall be in writing, delivered

States mail, postage prepaid, addressed as follows:

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

14. Notices

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

I understand that as a student in training at Facility"), I am not an employee of the Veterina coverage, if any, provided to employees of the Veterinary/Anim	Vet Care Express (the "Veterinary arry/Animal Care Facility and, am not entitled to insurance and Care Facility.	
2. In consideration of the benefits in the form of training and experience received at the Veterinary/Animal Care Facility, and to the extent provided under the laws and regulations of the State of Florida, do hereby agree that I 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 program for Veterinary Assisting (name of program) operated by The School Board of Sarasot County, Florida, at the Veterinary/Animal Care Facility unless loss from such injury or illness arises solely out of the negligence or misconduct of the Veterinary/Animal Care Facility or its employees or representatives.		
Dated this: day of	, 201	
	Program Participant	
	WITNESS	
Parent's /Guardian Signature:		
(Required if student is under 18)	8	
Date:	-	

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby ack between The School Board ("the Veterinary/Animal Ca Facility patients, as	re Facility") to keep	responsibility under applicable Federal law and the Agreement Florida and confidential any information regarding the Veterinary/Animal Car
as all confidential informat law, not to	ion of the Veterinary	y/Animal Care Facility. The undersigned agrees, under penalty of
reveal to any person or pers	urther agrees not to 1	ed clinical staff and associated personnel, any specific information reveal to any third party any confidential information of the
Dated this:	day of	, 201
		Program Participant
WITNESS		

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

RISK MANAGEMENT

1960 LANDINGS BOULEVARD

SARASOTA, FLORIDA 34231-3331

TELEPHONE (941) 927-9000 • FAX (941) 927-4046

www.sarasota.k12.fl.us

TO WHOM IT MAY CONCERN:

This will certify that on January 6, 1987, the School Board of Sarasota County, Florida, in public assembly, by resolution, became self-funded for all general liability claims, effective January 15, 1987, pursuant to the provisions of Florida Statute 768.28. This election is continuous until reseinded by official action of the School Board.

Bert Palmer Risk Manager

STATE OF FLORIDA

COUNTY OF SARASOTA

WITNESS my hand and official seal

this 2nd day of Saptember 2010.

Notary Public, State at Large
My Commission Expires:

PANDORA MAREOW-UTLEY
MY COMMISSION 4 DB 893550
EXPIRES: July 21, 2013
Bonded Titro Notary Public Underwriters