

AFFILIATION AGREEMENT

This Agreement is made and entered into as of this _____ of September, 2007, effective August 20, 2007, by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA (“School Board”), through its Sarasota County Technical Institute (“SCTI”), and HABITAT FOR HUMANITY SARASOTA, INC. (“Habitat”).

WITNESSETH:

WHEREAS, School Board offers to enrolled students a construction technology related program; and

WHEREAS, Habitat operates a community based construction enterprise; and

WHEREAS, School Board desires to provide to its students a learning experience through the application of knowledge and skills in actual situations in the construction industry; and

WHEREAS, Habitat has agreed to make its facility available to the School Board for such purpose;

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

1. Responsibilities of School.

(a) SCTI Building Construction Program: School Board shall be responsible for the implementation and operation of the education and skills component of the program. Such responsibilities shall include, but are not limited to, the following:

- i. orientation of students to the classroom theory and OSHA requirements;
- ii. provision of classroom and practical instruction to students;
- iii. preparation of student assignments in coordination with Habitat For Humanity Sarasota, Inc.;
- iv. continuing oral and written communication with Habitat regarding student performance and evaluation, absences of students and other pertinent information;
- v. supervision, in coordination with Habitat, regarding students and their performance at the school and Habitat job site during training instruction;
- vi. performance of such other duties as may from time to time be agreed to between School Board and Habitat;
- vii. All students, faculty, employees, agents and representatives of School participating in the Program at Habitat shall coordinate their activities with Habitat Management.

(b) Student Statements: School Board shall require each student to sign a Statement of Financial Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) Insurance: School Board is self-insured for liability purposes, as evidenced in the form attached hereto as Exhibit C.

(d) Dress Code: School Board shall require the students to dress in accordance with dress and personal appearance standards approved by School Board and Habitat. Such standards shall be in accordance with Habitat's standards regarding same.

(e) Breaks: All students shall follow the Habitat or SCTI guidelines for breaks including meals.

(f) Performance of Services: All faculty provided by School Board shall be duly certified or otherwise qualified to participate in the Program. School Board shall have a specially designated staff for the performance of the services specified herein. School Board and all students 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 Habitat and any rules and regulations of School Board as may be in effect from time to time. Neither School Board nor any student shall interfere with or adversely affect the operation of Habitat or the performance of services therein.

2. Responsibilities of Habitat

(a) Recruit students to the Program in cooperation with the policies and procedures of the School Board. Students who participate in the program will conduct themselves in a manner consistent with a safe and positive learning environment as described in the School Board's Code of Student Conduct.

(b) Provide necessary educational materials, tools, equipment and supplies to be used in the program.

(c) Pay for cost of instructional personnel based upon the actual hourly rate of the teacher. The School Board will bill Habitat for the teacher cost at the conclusion of the class and Habitat will pay the School Board within thirty (30) days of the date of the bill. The parties anticipate Habitat will pay for approximately 450 hours of teacher time.

(d) Upon the request of School Board, Habitat shall assist School Board in the evaluation of each student's performance in the program.

3. Withdrawal of Student.

Habitat or School Board may require withdrawal or dismissal of a student when his/her performance is unsatisfactory. In such event, said student's participation in the program shall immediately cease. SCTI may withdraw student.

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 of Habitat. Neither Habitat nor any of its agents, representatives or employees of the School Board. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. No student shall look to Habitat for any salaries, insurance or other benefits while enrolled in the program.

5. Confidentiality.

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

6. Term/Termination.

(a) The initial term of this Agreement shall be commence August 20, 2007, and expire June 30, 2008. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed.

(b) Except as otherwise provided herein, either party may terminate this agreement at any time upon thirty (30) days written notice.

7. Entire Agreement.

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

8. Severability.

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

9. Captions.

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

10. Waiver.

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

11. Governing Law.

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

12. 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 Habitat. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

13. Notices.

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

If to Habitat For Humanity Sarasota, Inc.
 Attention: Mike Jacobson, Executive Director
 1757 East Avenue, North
 Sarasota, FL 34234

Copy to: Legal Services Dept.

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

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

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

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

HABITAT FOR HUMANITY
SARASOTA, INC.

By: _____
Frank Kovach, Chair

By: _____

Its President and CEO

Approved for Legal Content
August 28, 2007, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

1. I understand that as a student (volunteer) in training at _____
("Habitat For Humanity Sarasota, Inc."), I am not an employee of the Habitat For
Humanity Sarasota, Inc. and am not entitled to insurance coverage, if any, provided to
employees of the Habitat For Humanity Sarasota, Inc

2. In consideration of the benefits in the form of training and experience received at the
Habitat For Humanity Sarasota, Inc. 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
_____ (name of program) operated by the School
Board of Sarasota County, Florida at the Habitat For Humanity Sarasota, Inc. facility
unless loss from such injury or illness arises solely out of the negligence or misconduct of
the Habitat For Humanity Sarasota, Inc. or its employees or representatives

Dated this _____ day of _____, 20_____.

Program Participant

Witness

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable Federal law and the Agreement between the School Board of Sarasota County, Florida and Habitat For Humanity Sarasota, Inc. to keep confidential any information regarding Habitat For Humanity Sarasota, Inc.. The undersigned agrees, under penalty of law, not to reveal to an person or persons except authorized staff and associated personnel any specific information, and further agrees not to reveal to any third party any confidential information of Habitat For Humanity Sarasota, Inc. except as required by law.

Dated this _____ day of _____, 20____.

Program Participant

Witness