

**AGREEMENT  
BETWEEN  
CITY OF GULFPORT  
AND  
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**

THIS AGREEMENT, made and entered into this 10 day of September, 2013, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, 301 Fourth Street SW, Largo, Florida, 33770, hereinafter referred to as the Board, and the City of Gulfport, FL, hereinafter referred to as the Provider.

WITNESSETH:

WHEREAS, the Board offers a Vocational Experience Program ("the Program"); and

WHEREAS, the Board desires to implement the Program at one or more of the Provider's facilities; and

WHEREAS, the Provider desires to cooperate with the Board by hosting the Program at one or more of its facilities;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Provider and the Board, agree as follows:

**I. Provider Agrees:**

- a) To partner with Board personnel to identify training experiences for students.
- b) To provide students vocational experiences in situations where students are not paid for their assignments.
- c) To assign an employee to act as the liaison with Board personnel.
- d) To select employees to serve as role-model trainers for the students.
- e) To provide on-site supervision in specified training areas with the assistance of the assigned Board personnel.
- f) To provide on-site orientation to the Provider's emergency and safety procedures and employment or volunteer policies, as appropriate, including expectations about conduct and attire.
- g) To partner with Board personnel to provide supervision and evaluation of the students' progress.
- h) To ensure that the activities of the students participating in the vocational experience will not result in an immediate advantage to the business.
- i) To consider students who meet competency requirements for future employment, but be under no obligation to hire students at the conclusion of the vocational experience.
- j) To comply with the Board's policies regarding non-discrimination.

**II. The Board Agrees:**

- a) To identify students and develop individualized training plans for these students.
- b) To determine what training would be best for the students.
- c) To share with the Provider the skills targeted by the individualized training plans.
- d) To provide qualified Board personnel to adequately supervise the students, including accompanying the students to the workplace daily until successfully transitioned to the

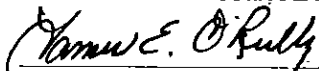
Provider's employee liaison and to continue to monitor the students at least weekly thereafter.

- e) To train the students in emergency and crisis procedures, and share Board response steps and procedures for qualified Board personnel to follow with the Provider.
- f) To provide for transportation arrangements for the students to and from the vocational experience site.
- g) To maintain and be responsible for all records relative to students' performance.
- h) To maintain close and open communication with the Provider's employee role models/mentors.
- i) To require students, and if appropriate, their parent/guardian to acknowledge in writing the student will be a non-paid trainee.
- j) *To ensure that the U.S. Department of Labor and Board policy guidelines for community-based vocational experience programs are understood and followed.*

**III. The Parties Both Agree:**

- a) To be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, that the liability of the Board and its employees and agents, and the Provider, if it is a public agency, is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board, or the Provider if it is a public agency, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.
- b) This agreement shall be effective upon execution and shall continue from year to year unless terminated. Either party may terminate this Agreement without cause upon at least sixty (60) days written notice to the other.
- c) That this Agreement shall be construed and governed by Florida law, and venue for any judicial or administrative action or cause arising hereunder shall lie in Pinellas County, Florida, if a state court action, and the U.S. District Court for the Middle District of Florida, Tampa Division, if a federal court action.

CITY OF GULFPORT, FLORIDA:



James E. O'Reilly, City Manager

Attest:



Lesley DeMuth, City Clerk

Date: 8-8-13

Approved as to form:


  
Andrew Salzman, City Attorney

THE SCHOOL BOARD OF PINELLAS COUNTY,  
FLORIDA

By: \_\_\_\_\_  
Its Superintendent

Date: \_\_\_\_\_

Approved as to form:

  
Office of School Board Attorney