

## COMMUNITY-BASED VOCATIONAL EDUCATION AGREEMENT

This COMMUNITY-BASED VOCATIONAL EDUCATION AGREEMENT ("Agreement") is made and entered into between The School Board of Pinellas County, Florida herein called ("School") and Publix Super Markets, Inc. herein called ("Publix").

### DEFINITIONS

**Exceptional Students** mean students with disabilities who meet state guidelines for special education.

**Community-Based Vocational Education ("CBVE")** means a program under the direction of a secondary school system to prepare Exceptional Students for paid employment. Schools in partnership with local participating businesses agree to provide vocational training for qualified Exceptional Students based on a student's training plan. The CBVE program is designed and executed in such a manner that students are NOT classified as employees in accordance with the Fair Labor Standards Act ("FLSA") criteria and are NOT paid for their participation or activities in the CBVE program.

### TERM AND TERMINATION

This Agreement shall be in effect for the period beginning on February 9, 2016 and ending on February 9, 2019 (the "Term").

Either party may terminate this Agreement at any time and for any reason upon five (5) days written notice to the other party with no further obligations.

### PURPOSE OF AFFILIATION

The School and Publix have agreed that it would be mutually beneficial to provide a CBVE program to qualified Exceptional Students. The purpose of this Agreement is to specify the conditions of the CBVE program and to identify the roles and responsibilities of the School and Publix.

### GENERAL PROVISIONS

During the term of this Agreement, the parties will communicate on matters of mutual concern regarding the educational and training programs for participating ESE students. The School and Publix will mutually agree on training provided in the CBVE program.

Any unforeseen questions or problems arising during the administration of the Agreement or the CBVE program shall be resolved through mutual negotiations and incorporated herein in writing prior to becoming effective.

Student participation in the CBVE program is a non-paid activity of limited duration, for an educational purpose and there is no guarantee, expressed or implied, that participation in such program will result in employment or an offer of employment for the student.

Both parties agree that no provision of this Agreement and the associated CBVE program shall interfere with Publix's policies.

The School and Publix agree that there are no third party beneficiaries to this Agreement.

### RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL

The School agrees to:

- (a) appoint a representative to act as the Program Administrator of this Agreement. The Program Administrator shall meet with Publix as necessary to ensure the effectiveness of this CBVE program.
- (b) appoint an Exceptional Student Education (ESE) teacher for students participating in the CBVE program. The ESE teacher shall be on site to provide continuous supervision, counsel, and instruction to the students in training at a Publix site according to the student's training plan.

- (c) require each CBVE student and his or her parent/guardian to acknowledge in writing that the student is a non-paid trainee in the CBVE program and that the student is at least sixteen (16) years of age, and to sign a waiver of liability. Copies of such written acknowledgements and waiver shall be provided to Publix.
- (d) provide transportation for the students to and from the Publix CBVE sites each day.
- (e) ensure that the CBVE program complies with all applicable laws, rules and regulations. Additionally, the School agrees that the Jessica Lunsford Act shall not apply to Publix or its associates involved in the CBVE program. In any event that the School, a court, or other regulatory body determines that the Jessica Lunsford Act applies to Publix or its associates involved in the CBVE program, Publix shall have the right to immediately terminate this Agreement with no further obligation.
- (f) inform each student of his/her responsibilities under this Agreement if nominated to participate in the CBVE program.
- (g) Providing liability insurance for off-site vocational training.
- (h) maintain and be responsible for all records relative to student performance.
- (i) rotate students to a different training position so that no student exceeds 120 total hours of training in any single position. If mastery occurs before the end of such period of time, the student will be placed in a different training position.

The School warrants that the CBVE program is designed and executed in such a manner that students are NOT classified as employees in accordance with the Fair Labor Standards Act ("FLSA") criteria and that students are NOT paid for their participation or activities in the CBVE program.

The School expressly acknowledges and confirms to Publix that neither the School nor any student, employee, agent or contractor of the School shall ever be entitled to any benefits provided by Publix, including, without limitation, workers' compensation insurance, unemployment insurance, hospitalization and major medical insurance, or the like, and that the School shall be solely responsible for its students, employees, agents or contractors at any time utilized by the School in the performance of the CBVE program hereunder.

#### **RESPONSIBILITIES AND OBLIGATIONS OF PUBLIX**

Publix agrees to:

- (a) appoint a Publix representative who will work with the School to fulfill mutually agreed upon learning experiences for participating ESE students.
- (b) identify Publix associates to serve as role-model trainers for the ESE students.
- (c) identify training experiences for ESE students and provide on-site training in the mutually agreed to training areas with the assistance of the assigned ESE teacher.
- (d) provide input to the ESE teacher using School forms for purpose of evaluating student performance and evaluating the CBVE program results.

#### **INSURANCE AND INDEMNITY**

As provided for under common law, and to the extent specifically authorized by applicable law, including but not limited to the monetary limitations and defenses provided for in Section 768.28, F.S., each of parties to this agreement hereby agrees to indemnify and hold the other party harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that the liability and exposure for indemnification (including, but not limited to the monetary amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of applicable law.

The School agrees to maintain a comprehensive general liability and worker's compensation insurance coverage, or similar coverage via a self-insurance program, in accordance with applicable law.

**NOTICE**

All notices to Publix shall be directed to the Publix representative signing below at the address set forth below the signature line with a copy to Publix Super Markets, Inc., P.O. Box 407, Lakeland, FL 33802-0407, ATTN: General Counsel. Notices to the School shall be directed to the Program Administrator at the address set forth below the signature line.

**ENTIRE AGREEMENT**

This contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of contractual provisions are valid only if in writing and signed by both parties to this Agreement.

**PUBLIX SUPER MARKETS, INC.**

**THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**

By: Alison Mibili-Smith  
an authorized representative

By: \_\_\_\_\_  
Chairperson

Name: ALISON BIBLI-SMITH

Title: VP TALENT + ORGANIZATIONAL DEV.

Date: 12-21-15

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

Address: 3300 Publix Corp Pkwy  
Lakeland, FL 33811

Address: 301 Fourth Street S.W.  
Largo, FL 33770

ATTEST: \_\_\_\_\_

Superintendent

Approved as to form:

Heather Wallace

Office of School Board Attorney