

**AGREEMENT BETWEEN
SCHOOL BOARD OF SANTA ROSA COUNTY
& CHERRY'S HEATING AND AIR**

AFFILIATION AGREEMENT

This Student Affiliation Agreement (the "Agreement") is made and entered into and effective for all purposes and in all respects as of this Twenty-first day of August 2019, by and between the School Board of Santa Rosa County (hereinafter "Educational Institution") and CHERRY'S HEATING AND AIR (Organization)

With regard to the following program(s): Locklin Technical College HVACR Program, WHEREAS, the Educational Institution desires to establish a program at Organization to provide a clinical learning experience ("Learning Experience") for its students;

WHEREAS, Organization is willing to cooperate with Educational Institution to establish a program for Educational Institution's students;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein, and of other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

The Educational Institution and Organization mutually agree:

1. To establish the educational objectives for the Learning Experience, advise methods for implementation, and evaluate the effectiveness of the Learning Experience.
2. Not to discriminate on the basis of race, color, creed, age, national origin, or sex, nor will either party discriminate because of handicap under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.
3. Both Organization and the Educational Institution agree to abide by all applicable laws and regulations in carrying out their respective obligations under this Agreement. Both Organization and Educational Institution agree that they shall refrain from disclosing the student's educational records except with the student's consent or as permitted under the Family Educational Rights and Privacy Act and all regulations thereunder. As applicable, Educational Institution agrees to have each student complete appropriate consent forms for the exchange/disclosure of educational records or medical records as may be required under this Agreement.

The Educational Institution agrees:

1. To assume responsibility for assuring continuing compliance with the educational standards established by the applicable licensing and accrediting bodies.
2. To establish and maintain ongoing communication with Organization on items pertinent to Learning Experience, (such communication may include but not limited to, a description of the curriculum, relevant course outlines, policies, faculty, and major changes in this information) and to provide on-site faculty supervision as deemed necessary by Organization. Such faculty members shall be subject to all provisions of this Agreement that pertain to students.
3. To notify Organization of the planned student assignment, level of academic preparation, and length and dates of Learning Experience. In furtherance of the foregoing, the Learning Experience and student assignments shall be planned by the Educational Institution in consultation with representatives designated by Organization and shall be subject to final approval by both parties before the commencement of any such assignment. Written plans for the Learning Experience and student assignments shall be submitted to Organization by the Educational

Institution at least 30 days prior to the anticipated commencement of the assignments, or as otherwise mutually agreed by the parties, and shall specify the number of students for each assignment. The students in the Learning Experience shall work at all times under the supervision of designated Organization personnel or licensed professionals as required by the policies, rules and regulations of Organization and/or applicable law and pursuant to the applicable guidelines of any Learning Experience as agreed to by the parties. Organization is under no obligation to pay the students or the Educational Institution for services provided by students hereunder, and the students are not to be considered employees or agents of Organization for any purpose whatsoever. While at Organization, the students will not be covered by Social Security, Unemployment Compensation or Worker's compensation coverage, nor shall they be entitled to any benefits (in any form or fashion) provided to full or part-time employees of Organization.

4. To refer to Organization only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum which is applicable to Organization.

5. To inform students enrolled in the Learning Experience that any and all medical costs which the students may incur while participating in the Learning Experience with Organization will be responsibility of the student. Organization will not be liable for any medical expenses incurred by a student.

6. To advise the assigned student of the responsibility for complying with the existing pertinent policies, rules and regulations of Organization

7. Insurance (Educational Institution)

A) The Educational Institution may furnish proof of the following insurance to the Organization by Certificate of Insurance.

B) The Educational Institution may provide Certificates of Insurance to Organization prior to the commencement of this agreement.

C) The Educational Institution Organization insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by this agreement.

D) Comprehensive General Liability Insurance. The Educational Institution shall procure and maintain for the life of the agreement/agreement, Comprehensive Liability Insurance, Broad Form, including Products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the agreement. The coverage must be a per occurrence coverage with minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence with a combined single limit for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the agreement.

8. To supply Organization with appropriate forms to be used in evaluation of the performance of the assigned student.

9. To assure the student will function under the guidance of the designated Organization personnel or a licensed professional (as the case may be).

10. No form of payment or remuneration will be provided by Educational Institution, Organization or the preceptor/mentor/sponsor for the students' participation in the Learning Experience and student is responsible for all of his/her respective expenses.

The Organization agrees:

1. To designate Organization personnel or a licensed professional who will be responsible for planning, implementation, and supervision of the student and his/her Learning Experience.
2. To provide Organization personnel or licensed professional with time to plan and implement the Learning Experience including, when feasible, time to attend relevant meetings and conferences.
3. To provide the physical facilities and equipment necessary to conduct the Learning Experience being offered.
4. To advise the Educational Institution of any changes in its personnel, operation, or policies that may affect the Learning Experience.
5. To provide the assigned students, whenever possible, with use of study facilities and reasonable study and storage space.
6. To provide the assigned student with a copy of Organization's existing pertinent rules, regulations and policies with which the student is expected to comply.
7. To evaluate the performance of the assigned student on a regular basis as agreed upon with Educational Institution using the evaluation form developed by the Educational Institutional (the completed evaluation will be forwarded to the Educational Institution within one (1) week following conclusion of the student's Learning Experience).
8. To advise the Educational Institutional by mid-assignment of any serious deficit noted in the ability of the assigned student to progress toward achievement of the stated objectives of the Learning Experience.
9. To have the right to terminate immediately any student whose health, behavior or performance is a detriment to Organization, or to achievement of the stated objectives of the Learning Experience, or is otherwise not in the best interest to Organization for the student(s) to continue in the Learning Experience, with contemporaneous or subsequent communication to the Educational Institution as the situation warrants.
10. To support continuing education and professional growth and development of those staff who are responsible for student supervision.
11. Insurance (Organization)
 - A) The Organization may provide Certificates of Insurance to the Educational Institution prior to the commencement of this agreement.
 - B) The Organization insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by this.
 - C) Comprehensive General Liability Insurance. The Organization shall procure and maintain for the life of the agreement/agreement, Comprehensive Liability Insurance, Broad Form, including Products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the agreement. The coverage must be on a per occurrence basis with minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence, combined single limit for General Liability bodily injury and property damage liability.

Additional Terms of Agreement:

1. This Agreement shall be effective when executed by both parties, and unless terminated sooner as provided herein, it shall remain in effect for a period of one (1) year. This Agreement shall automatically renew for additional one (1) year periods, unless either party provides written notice of intent not to renew to the other party at least thirty (30) days prior to the end of the then-current term.

2. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all previous agreements and understandings, either oral or written. This Agreement may only be modified in writing and signed by authorized representatives of both parties.

3. This Agreement may be terminated under any of the following conditions:

I) by either party with or without cause at any time upon thirty (30) days prior written notice to the other party; provided, however, that such termination shall not be effective with respect to any student who is participating in a Learning Experience at Organization on the date of such notice, until the end of the student's Learning Experience as previously scheduled; or

II) by both parties at any time with mutual written agreement; or

III) by either party immediately upon any breach of the Agreement by the other party.
Organization may also terminate the participation of a student upon written notice if such Organization determines, that the continued participation of such student or the student fails to behave in accordance with Organization's policies and procedures. If this Agreement is terminated pursuant to this paragraph, participation by the student in the current Learning Experience shall immediately cease.

4. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns.

5. If any provision is held invalid, illegal or unenforceable with respect to particular circumstances, the Agreement shall nevertheless remain in full force and effect in all other circumstances.

6. Waiver by a party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of violation hereof.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties acknowledge, understand and agree that the exclusive venue for any disputes pursuant to this Agreement shall be proper within the jurisdiction of the Superior Court of Santa Rosa County, Florida. The parties hereby waive any and all objections that they may otherwise have (or may raise) to venue and jurisdiction within the State of Florida. The prevailing party in any action to enforce rights or obligations under this Agreement shall be entitled to recover its costs and expenses from the other party, including reasonable attorney's fees.

8. Organization and Educational Institution understand and agree that the Educational Institution and the students enrolled in the Learning Experience pursuant to this Agreement are at all times independent contractors of Organization and are not agents, representatives or employees of Organization unless said students are offered paid positions within the Organization.

9. This Agreement is non-exclusive and does not affect either party's ability to enter into a similar agreement with other persons or entities.

10. Whenever any notice, demand, or consent is required or permitted under this Agreement, such notice, demand, or consent shall be in writing and shall be deemed sufficiently given:

- I) On the day personally delivered; or
- II) three (3) days after deposit in the US mail if mailed by registered or certified mail, return receipt requested, postage prepaid; or
- III) on the day delivered if sent by recognized overnight courier service to the following addresses:

Educational Institution:

The School Board of Santa Rosa County
6032 Highway 90
Milton, FL 32570

Organization Address:

Cherry's Heating and Air
5632 Dove Drive
Pace, FL 32571

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal, by and through their duly authorized representatives, as of the day and year first above written.

Educational Institution:

**The School Board of Santa
Rosa County, FL**

Organization:



By: _____

Title: _____

Date: _____

By: Frank Cherry

Title: Owner

Date: 23 Aug 2019