

## COMMUNITY-BASED VOCATIONAL EDUCATION AGREEMENT

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

### DEFINITIONS

**Exceptional Individuals** means individuals with documented disabilities. Exceptional Individuals may include "**Exceptional Students**" as defined below.

**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, non-profit organization, association or other entity helping the disabled to prepare Exceptional Individuals for paid employment. Entities who enter into relationships with local participating businesses agree to provide vocational training for qualified Exceptional Individuals based on a training plan, which may be limited to a short-term situational assessment. The CBVE program is designed and executed in such a manner that Exceptional Individuals 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 commence upon the execution of all parties and shall conclude on June 15, 2022. The term of the Agreement may, by mutual agreement between SBBC and Publix be extended for two additional one-year periods.

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

Participation by Exceptional Individuals 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 individual.

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

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

## RESPONSIBILITIES AND OBLIGATIONS OF THE ENTITY

The Entity agrees to:

- (a) **appoint a representative to act as the administrator of this Agreement ("Program Administrator").** The Program Administrator shall meet with Publix as necessary to ensure the effectiveness of this CBVE program;
- (b) **appoint a qualified supervisor for each individual participating in the CBVE program ("Coach").** The Coach shall be on site to provide continuous supervision, counsel, and instruction to the individuals in training at a Publix site according to the individual's training plan or assessment;
- (c) require each Exceptional Individual and his or her parent/guardian to acknowledge in writing that the individual is a non-paid trainee in the CBVE program and that the individual 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 upon request;
- (d) provide transportation for the individuals to and from the Publix CBVE sites on training days as agreed to by Publix and the Entity;
- (e) ensure that the CBVE program complies with all applicable laws, rules and regulations. Additionally, the Entity agrees that the Jessica Lunsford Act shall not apply to Publix or its associates involved in the CBVE program. In any event that the Entity, 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 individual of his/her responsibilities under this Agreement if nominated to participate in the CBVE program;
- (g) provide liability insurance for off-site vocational training;
- (h) ensure that the Exceptional Individual(s) are appropriately dressed in accordance with any Publix dress code or policy that is communicated to the Entity, and the Entity acknowledges that Publix will not provide the Exceptional Individual(s) with any clothing, Publix uniforms, nametags or other Publix-branded items during participation in the CBVE program;
- (i) maintain and be responsible for all records relative to individual performance; and
- (j) conduct appropriate background checks of the Exceptional Individual, with proper permission and consent from the Exceptional Individual or his or her legal guardian as required by law.

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

The Entity expressly acknowledges and confirms to Publix that neither the Entity nor any student, employee, agent, client or contractor of the Entity 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 Entity shall be solely responsible for its students, employees, agents, clients or contractors at any time utilized by the Entity 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 Entity to fulfill mutually agreed upon learning experiences for participating Exceptional Individuals;
- (b) identify Publix associates to serve as role-model trainers for the Exceptional Individuals; and
- (c) identify training experiences for Exceptional Individuals and provide on-site training in the mutually agreed to training areas with the assistance of the assigned Coach.

Unless otherwise set forth herein, Publix is under no obligation to provide evaluations or feedback of the Exceptional Individual's performance to Entity. If Publix agrees to do so, the Entity shall be responsible for obtaining appropriate written consent from the Exceptional Individual or his or her legal guardian to share evaluations and/or feedback with the Entity. Entity shall provide Publix with a copy of such consent upon request.

#### **THE ENTITY DISCLOSURE OF EDUCATIONAL RECORDS**

Although no student education records shall be disclosed pursuant to this Agreement, should Publix come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

#### **SECONDARY SCHOOLS**

Entity has secondary schools in its district and the following provisions shall apply:

- (a) The Coach shall be a qualified Exceptional Student Education ("ESE") teacher.
- (b) Publix will provide input to the ESE teacher using Entity forms for purposes of evaluating Exceptional Student performance and the CBVE program results.
- (c) Entity shall provide Publix with a list of all secondary schools within its district, or that it otherwise has authority over, that have ESE programs to allow Publix to notify such schools of the existence of this Agreement and the opportunities provided hereunder.
- (d) Once this Agreement is fully executed, Entity grants Publix permission to send a copy of the executed Agreement along with a cover letter and/or memorandum explaining the opportunities provided under this Agreement to each school identified by Entity under section (c) above.
- (e) Entity shall rotate Exceptional 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.

#### **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 the parties to this Agreement hereby agrees to indemnify and hold the other party harmless from and against all damages of any nature whatsoever (i) 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, or (ii) which are caused by or arise out of a failure to obtain appropriate consents or permissions from the Exceptional Individuals or their legal guardians when required by this Agreement. 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 Entity 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 338020407, ATTN: General Counsel. Notices to the Entity shall be directed to the Program Administrator at the address set forth below the signature line.

**ENTIRE AGREEMENT**

This Agreement 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.

**[Remainder of page intentionally left blank. Signature pages follow]**

**FOR ENTITY:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P Brinkworth, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

**[Remainder of Page Intentionally Left Blank. Signature Page Follows]**

**PUBLIX SUPER MARKETS, INC.**

By: Marcy P. Benton  
an authorized representative

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

Name: Marcy P. Benton

Name: \_\_\_\_\_

Title: VP Human Resources

Title: \_\_\_\_\_

Date: 7/17/2019

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

Address: 3300 Publix Corporate Parkway, Lakeland, FL 33811

Address: \_\_\_\_\_

**ATTACHMENT A**

**PARENTAL PERMISSION FOR EMPLOYMENT  
COMMUNITY-BASED VOCATIONAL EDUCATION (CBVE)**

CHILD'S DETAILS

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

PARENT'S DETAILS

Title:  Mr.  Mrs.  Dr.  Ms.

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Relationship to the child: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

In case of an Emergency, please contact: \_\_\_\_\_

PROSPECTIVE EMPLOYER'S DETAILS

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

PARENTAL CONSENT

I, \_\_\_\_\_ consent to my child, \_\_\_\_\_

being employed by \_\_\_\_\_. This is to verify that my son or daughter is at least sixteen(16) years of age, a non-paid trainee, and is participating voluntarily in the Community Based Education (CBVE) program. I understand that my child is not permitted to work before 6 am or after 10 pm.

Signature of Parent: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_