VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

The School Board of Sarasota County, Florida 1960 Landings Blvd., Sarasota, FL 34231 (941) 927-9000 Fax (941) 927-4014

&

CVS Pharmacy, Inc.

501 N. Beneva Road, #660, Sarasota, FL 34232 (941) 932-1981 Fax (401) 652-1429

This Agreement is entered into this 22nd day of July, 2008, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "THE BOARD" and CVS Pharmacy, Inc., hereinafter referred to as "The PROVIDER".

WHEREAS, pursuant to Section 1001.42, Florida Statutes, the parties wish to provide an instructional program of education and training for Sarasota County students who have met the following criteria:

- 1. The student is a resident of Sarasota County, Florida and is now enrolled in or has made application for enrollment in the Sarasota County School District.
- 2. The student has been appropriately selected and meets the entrance requirements (see addendum) by the Sarasota County School District in compliance with state statutes and all pertinent state and local school board rules and criteria.

With regard to providing education to students who qualify for instructional services in the program, The Provider and The Board agree as follows:

1. The Board agrees:

- A. to provide instructional services, job preparation, and supervision as appropriate for the Vocational Instructional Program (see addendum).
- B. to provide transportation to and from the Vocational Instructional Program.
- C. to solicit evaluation/feedback on individual student performance and overall program effectiveness.

2. The Provider agrees:

- A. to maintain a safe work environment appropriate for students.
- B. to provide inservice training and job preparation skills to students and staff.

3. Both Parties agree:

- A. that The Provider shall retain full control and discretion as to the appointment or removal of any staff member employed by The Provider. The Board may report to The Provider any employee who is deemed by The Board to be performing in a manner incompatible with the provisions of this program.
- B. there will be no cost to The Board for The Provider's provision of services hereunder.
- C. to the attached addendum, which provides specific details of this Vocational Instructional Program Agreement.
- D. that The Provider is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
- E. this Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
- F. any previous agreements between the parties for the provision of vocational/community based instructional programs are hereby superseded and terminated.

4. Other Provisions:

- A. Any additions, changes, deletions or modifications to this Agreement must be agreed upon in writing by both parties.
- B. This Agreement is effective July 22, 2008, and shall continue until terminated by either party. Either party may terminate this Agreement at any time without cause by giving thirty days written notice to the other party.
- C. The Provider and The Board mutually warrant that the Vocational Instructional Program shall be in compliance with the applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first written above.

CVS PHARMACY, INC.

Signed:

Marsha Lynch, Manager, Government Programs CVS Pharmacy, Inc.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Signed:

Dr. Kathy Kleinlein, Chair The School Board of Sarasota County, Florida

Approved for Legal Content July 3, 2008, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed: <u>ASH</u>_____

ADDENDUM TO VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

Provider - Name: CVS PHARMACY, INC. Address: 501 N. BENEVA ROAD, #660, SARASOTA, FL 34232 Telephone/Fax: (941) 932-1981 FAX: (401) 652-1429

Provider Contact/Title: MARSHA LYNCH, MANAGER, GOVERNMENT PROGRAMS, CELL: (941) 932-1981, EMAIL: MELYNCH@CVS.COM

Board Contact/Title: SARAH HICKEY, TRANSITION PROGRAM SPECIALIST KATHRYN DEVLIN, SUPERVISOR, PUPIL SUPPORT SERVICES, 941-927-9000

School(s): BOOKER HIGH SCHOOL, NORTH PORT HIGH SCHOOL, OAK PARK SCHOOL, RIVERVIEW HIGH SCHOOL, SARASOTA HIGH SCHOOL, AND VENICE HIGH SCHOOL.

Name of Program: VOCATIONAL INSTRUCTIONAL PROGRAM

Students (Age Range, Grades, Special Programs, Entrance Requirements): EXCEPTIONAL STUDENT EDUCATION (ESE) STUDENTS, 16 YEARS AND OLDER, GRADES 11TH AND 12TH, NO CRIMINAL BACKGROUND. PROVIDER RESPONSIBLE TO PAY FOR ANY BACKGROUND CHECK. SOFT SKILLS REQUIRED. SEE ATTACHED CVS JOB DESCRIPTIONS FOR CREW MEMBER, STORE ASSOCIATES, CASHIER, AND/OR STOCK POSITIONS. ESE STANDARD DIPLOMA NEEDED FOR POSSIBLE PHARMACY TECHNICIAN CAREER PATH PLACEMENT. STUDENT MEETING REQUIRED COMPETENCIES WILL APPLY ON THE "UNICRU" ASSESSMENT FOR POSSIBLE FUTURE EMPLOYMENT OPPORTUNITIES. SEE ATTACHED PROVIDER SITE LOCATIONS FOR NORTH AND SOUTH COUNTY. PLACEMENT AT SITES WILL NOT EXCEED TWO-(2) STUDENTS PER SITE.

Minimum/Maximum Number of Students: TWO-(2) TO THIRTY-TWO-(32) STUDENTS.

Days of year Program (Number): 180 SCHOOL CALENDAR DAYS, PLUS 24 EXTENDED SCHOOL YEAR DAYS OPTIONAL.

Hours of the Program (Hours): MORNING SHIFT: 8:30 TO 10:30 AM. AFTERNOON SHIFT: NOON TO 2:00 PM.

Staff/Supervision: SCHOOL SITE TRANSITION PLANNERS, INSTRUCTIONAL STAFF, AND/OR JOB COACHES, AS ASSIGNED.

Dress Code/Uniform (if appropriate): PROVIDER WILL PROVIDE EACH STUDENT WITH CVS POLO SHIRT. STUDENTS WILL BE RESPONSIBLE FOR CARE AND MAINTENANCE OF CVS POLO SHIRT. ALL STUDENTS MUST WEAR KHAKI OR NAVY PANTS, CLOSED TOED SHOES INCLUDING TENNIS SHOES. NO JEANS, NO OPEN TOED SHOES, NO MIDRIFF SKIN SHOWING, AND NO FACIAL PIERCINGS. NO VISIBLE TATTOOS.

Transportation Detail: SCHOOL BOARD VIP TRANSPORTATION.

Instructional Space (If appropriate): BREAK ROOM AT EACH STORE SITE WILL BE UTILIZED FOR CONFERENCES OR INSTUCTIONAL PURPOSES, AS NEEDED.

Date: April 22, 2008