VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

The School Board of Sarasota County, Florida 1960 Landings Blvd., Sarasota, FL 34231

(941) 927-9000 Fax (941) 927-4014

& Cabot Reserve on the Green And The Bayberry House 4450 8TH Street, Sarasota, FL 34232

(941) 377-3231 Fax (941) 342-0844

This Agreement is entered into this 6th day of May, 2008, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "THE BOARD" and CABOT RESERVE ON THE GREEN, 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 May 6, 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.

CABOT RESERVE ON THE GREEN

Signed:

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Signed:

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

Approved for Legal Content April 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: CABOT RESERVE ON THE GREEN AND THE BAYBERRY HOUSE

Address: 4450 8TH STREET, SARASOTA, FL 34232 Telephone/Fax: (941) 377-3231 / FAX: (941) 342-0844

Provider Contact/Title: MARY PARRETT, DIRECTOR OF OPERATIONS OR LINDA THOMAS, LPN, ON SITE ADMINISTRATOR

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

School(s): OAK PARK SCHOOL (1ST PLACEMENTS), RIVERVIEW HIGH SCHOOL, SARASOTA HIGH SCHOOL, BOOKER HIGH SCHOOL, AND VENICE HIGH SCHOOL. Name of Program: VOCATIONAL INSTRUCTIONAL PROGRAM

Students (Age Range, Grades, Special Programs, Entrance Requirements): EXCEPTIONAL STUDENT EDUCATION STUDENTS, 16 YEARS AND OLDER. STUDENTS MEETING CRITERIA FOR EMPLOYMENT MAY QUALIFY FOR CERTIFICATION. CAREER ADVANCEMENT OPPORTUNITIES INCLUDE DIETARY, LINE COOK, HAIR DRESSER, MAINTENANCE, GROUNDS, HOUSEKEEPING, CUSTOMER SERVICE ACTIVITIES, SECRETARIAL, OR RESIDENT AIDES.

Minimum/Maximum Number of Students: ONE TO FIFTEEN (1-15) STUDENTS AT EACH SITE, CABOT RESERVE ON THE GREEN AND THE BAYBERRY HOUSE.

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

Hours of the Program (Hours): TWO SHIFTS: MORNING FROM 8:00 AM TO 10:30 AM. AFTERNOON FROM 11:00 AM TO 2:30 PM.

Staff/Supervision: CARMELA GAUDET, VIP COORDINATOR, AND JOB COACHES, AS ASSIGNED.

Dress Code/Uniform (if appropriate): STUDENTS WILL WEAR SCRUB TOPS OR SOLID COLLARED SHIRTS. NO JEANS OR SHORTS PERMITTED. NO OPEN TOED SHOES OR HEELED SHOES PERMITTED. NO EXPOSED MIDRIFFS, DANGLING JEWELRY, OR BRACELETS PERMITTED. SMALL EARRINGS ARE ACCEPTABLE.

Transportation Detail: VIP SITE BUS, SCAT PUBLIC, OR PARENTAL TRANSPORTATION.

Instructional Space (If appropriate): PRIVATE DINING ROOM WILL SERVE AS INSTRUCTIONAL SPACE, WHEN NEEDED.

Date: 3/26/2008