

## VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

### **The School Board of Sarasota County, Florida**

1960 Landings Blvd., Sarasota, FL 34231  
(941) 927-9000 Fax (941) 927-4014

&

### **Publix Super Markets, Inc.**

Post Office Box 407, Lakeland, FL 33802  
(863) 688-1188 Fax (863) 499-5422

This Agreement is entered into this 15<sup>th</sup> day of April, 2008, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "THE BOARD" and PUBLIX SUPER MARKETS, 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.
- D. to secure parental signature on Release of Waiver form to include Publix as a Releasee, prior to a student participating in the program.

#### **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.

**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 and with respect to the continuing placement of any student on its premises. 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 Board Addendum and to the attached Provider 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.
- F. any previous agreements between the parties for the provision of vocational/community based instructional programs which are in conflict with this Agreement 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 April 15, 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. Either party may immediately terminate any student participation from the program.
- 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.
- D. The Board is self-insured, as per Section 768.28, Florida Statutes, and does not have liability insurance.

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

**PUBLIX SUPER MARKETS, INC.**

Signed: \_\_\_\_\_  
John Hrabusa, Senior Vice-President Human Resources  
Publix Super Markets, Inc.

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

Signed: \_\_\_\_\_  
Dr. Kathy Kleinlein, Chair  
The School Board of Sarasota County, Florida

Approved for Legal Content  
March 19, 2008, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH

## **ADDENDUM TO VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT**

Provider - Name: PUBLIX SUPER MARKETS, INC.

Address: POST OFFICE BOX 407, LAKELAND, FLORIDA 33802

Telephone/Fax: (863) 688-1188 FAX: (863) 499-5422

Provider Contact/Title: JOHN HRABUSA, SENIOR VICE-PRESIDENT HUMAN RESOURCES, PATTI BRECKENRIDGE, RECRUITING MANAGER, AND RESPECTIVE STORE MANAGERS AT EACH PUBLIX SUPER MARKETS SITE.

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

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

Name of Program: VOCATIONAL INSTRUCTIONAL PROGRAM (VIP)

Students (Age Range, Grades, Special Programs, Entrance Requirements): EXCEPTIONAL STUDENT EDUCATION STUDENTS WITH VARYING EXCEPTIONALITIES, AGES 15 – 22 YEARS OLDS, GRADES 10 – 12<sup>TH</sup>.

Minimum/Maximum Number of Students: 1 TO 10 STUDENTS

Days of year Program (Number): 180 DAYS

Hours of the Program (Hours): HOURS ARE BETWEEN 7:30 AM TO 2:00 PM, NOT TO EXCEED A THREE-HOUR SHIFT, MONDAY THROUGH FRIDAY.

Staff/Supervision: TRANSITION PLANNERS AT RESPECTIVE HIGH SCHOOLS, AND JOB COACHES WILL BE ASSIGNED, AS NEEDED.

Dress Code/Uniform (if appropriate): PUBLIX SHIRT OR VIP SHIRT, IF MANAGER APPROVES, BLACK PANTS OR SHORTS, NAME BADGE, APRON, HAT (OPTIONAL), SOLID COLOR SNEAKERS (WHITE OR BLACK). IF SHOES ARE WORN, THEY MUST BE SHINEABLE.

Transportation Detail: SCHOOL BOARD TRANSPORTATION BUS WILL BE PROVIDED.

Instructional Space (If appropriate): OFFICE SPACE IS AVAILABLE, AS NEEDED.

Date: October 29, 2007