

VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

The School Board of Sarasota County, Florida
1960 Landings Boulevard, Sarasota, Florida 34231
Tel: (941) 927-9000 - Fax (941) 927-4014

&

Burlington Store # 377
3941 Cattlemen Road, Sarasota, FL 34233, (941) 379-8878
Contact: Fred Ableson, Manager

This Agreement is entered into as of August 18, 2018 between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "THE BOARD" and Burlington Store #377, 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 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.
- 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 require all participating students subscribe to the school accident insurance coverage and that evidence of this coverage be presented for each student to The Provider if requested.

2. The Provider agrees:

- A. To maintain a safe work environment appropriate for students.
- B. To provide in-service 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. That The Provider is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
- D. 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.
- E. 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 August 18, 2018, 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.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Signed: _____

The School Board of Sarasota County, Florida

Approved for Legal Content
July 18, 2018, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

Burlington Store # 377

Signed: _____

Burlington Store # 377 Authorized Signature