

## 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

&

**Jo-Ann Stores, LLC**  
4934 S. Tamiami Trail, Sarasota, FL 34231  
Tel: 941-926-1402

This Agreement is entered into August 18, 2018, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "THE BOARD" and JO-ANN STORES, LLC, 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 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. 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 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

**JO-ANN STORES, LLC**

Signed: \_\_\_\_\_  
Jo-Ann Fabrics Authorized Signature

## ADDENDUM TO VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

**The Provider:** Name: Jo-Ann Stores, LLC  
Address: 4934 S. Tamiami Trail, Sarasota, FL 34231  
Telephone: 941-926-1402

**The Provider Contact/Title:** Tisha Przybylski, Assistant Manager

**The Board Contact/Title:** ELIZABETH LEWIS, TRANSITION PROGRAM SPECIALIST  
TAMMY CASSELS, SUPERVISOR  
PUPIL SUPPORT SERVICES, 941-927-9000

**School(s):** Sarasota County Schools

**Name of Program:** VOCATIONAL INSTRUCTIONAL PROGRAM / Career Experiences

**Students (Age Range, Grades, Special Programs, Entrance Requirements):** Exceptional Student Education (ESE) students, ages 18-22, in grade 12, varying exceptionalities. Students must provide proof of insurance before they are placed. Previous work experience and skill levels will be considered for placement in varying departments.

**Minimum/Maximum Number of Students:** 1 - 2 STUDENTS AT ONE TIME

**Days of Year Program (Number) and Hours of the Program (Hours) for each school:**

180 DAYS (SCHOOL YEAR ONLY); MONDAY THROUGH FRIDAY, maximum of 4 hours per day or 16 hours per week. Placement is for up to one semester.

1. Each Participant placement may last for a maximum of the longer of four (4) months or one school semester.
2. A Participant may engage in a Learning Experience for a maximum of four (4) hours per day and a maximum of sixteen (16) hours per week. Specific schedules will be mutually agreed upon in advance by the STL and the On-Duty Agency Representative (as defined in the following section).

**Staff/Supervision:** ESE TEACHER, JOB COACHES, AS ASSIGNED, WITH MENTORING FROM PROVIDER'S STAFF.

1. At all times The Participant will be actively supervised by an Agency representative (the "On-Duty Agency Representative") who is required to be present in the store at all times a Participant is in the store in connection with the Learning Experience. An agency representative will supervise at most two (2) Participants in the store at one time.

**Transportation Detail:** SCHOOL BOARD TRANSPORTATION OR PUBLIC TRANSPORTATION

**Worksite Learning Participant and On-Duty Agency Representative Guidelines:** On-Duty Agency Representatives and Participants must review and follow the Worksite Learning Participant and On-Duty Agency Representative Guidelines, a copy of which will be provided to each On-Duty Agency Representative and each Participant prior to commencement of a Learning Experience. Jo-Ann reserves the right to end the assignment of any Participant, or On-Duty Agency Representative, who engages in conduct the Company deems inappropriate for a retail environment.