

## VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

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

1960 Landings Blvd., Sarasota, FL 34231

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

&

### **City of Sarasota**

1565 1<sup>st</sup> Street, Sarasota, FL 34236

(941) 954-4102 Fax (941) 954-4129

This Agreement is entered into this 9<sup>th</sup> day of December, 2008, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "THE BOARD" and the CITY OF SARASOTA, 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 December 9, 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.

**CITY OF SARASOTA**

Signed: \_\_\_\_\_  
Robert Bartolotta, City Manager  
City of Sarasota

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

Signed: \_\_\_\_\_  
\_\_\_\_\_, Chair  
The School Board of Sarasota County, Florida

Approved for Legal Content  
November 10, 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: CITY OF SARASOTA  
Address: 1565 1<sup>ST</sup> SARASOTA, FLORIDA 34236  
Telephone/Fax: 941-954-4102 FAX 941-954-4129

Provider Contact/Title: ROBERT BARTOLOTTA, CITY MANAGER; LYNETTEGARRETT,  
HUMAN RESOURCE SPECIALIST AND VIP COORDINATOR – 941-951-3661, FAX/941-951-  
3636 AT 111 S. ORANGE AVE., RM 204, SARASOTA 34236

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

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

Name of Program: VOCATIONAL INSTRUCTIONAL PROGRAM (VIP)

Students (Age Range, Grades, Special Programs, Entrance Requirements): EXCEPTIONAL  
STUDENT EDUCATION (ESE) STUDENTS, AGES 16 YEARS AND OLDER, SEEKING AN  
ESE STANDARD DIPLOMA, OR OPTION 1 DIPLOMA WITH VARYING EXCEPTIONALITIES  
WHO HAVE BEEN IDENTIFIED AS HAVING AN INTEREST IN RELATED WORK AREAS.

Minimum/Maximum Number of Students: TWO-(2) TO FORTY-(40) STUDENTS

Days of year Program (Number): 180 SCHOOL CALENDAR YEAR WITH THE 24 DAYS OF  
EXTENDED SCHOOL YEAR (ESY). DURING ESY CITY OF SARASOTA STAFF WILL  
MONITOR STUDENTS, WITH NO SCHOOL STAFF.

Hours of the Program (Hours): SHIFT 1: 8:00 -10:30 AM; AND SHIFT 2: 10:30 -1:00 PM

Staff/Supervision: JOB COACHES AND TRANSITION PLANNERS FOR EACH SCHOOL SITE

Dress Code/Uniform (if appropriate): SCHOOL BOARD VIP POLO SHIRTS. NO JEANS.  
CAPRIS, PANTS, AND SLACKS MUST BE SECURED AT WAIST. SNEAKERS AND/OR  
TENNIS SHOES MUST HAVE TIED LACES. STUDENTS ASSIGNED TO GARAGE DEPOT  
MUST WEAR STEEL TOE BOOTS OR SHOES. SCHOOL DRESS CODE ATTIRE ADHERED.

Transportation Detail: VIP SCHOOL BOARD TRANSPORTATION

Instructional Space (If appropriate): EACH PARTICIPATING SITE WILL PROVIDE  
INSTRUCTIONAL SPACE. STUDENTS WILL FOLLOW CITY OF SARASOTA CAREER  
EXPERIENCE JOB DESCRIPTION, JOB CODE 28.05, AS ATTACHED.

Date: October 20, 2008