

VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

The School Board of Sarasota County, Florida

1960 Landings Blvd., Sarasota, FL 34231

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

&

Venice Regional Medical Center

540 The Rialto, Venice, FL 34285

(941) 485-7711 Fax (941) 483-7699

This Agreement is entered into this 9th day of December, 2008, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "THE BOARD" and VENICE REGIONAL MEDICAL CENTER, 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 for five (5) years unless terminated sooner 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.

VENICE REGIONAL MEDICAL CENTER

Signed: _____
Melody Trimble, CEO
Venice Regional Medical Center

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Signed: _____
Caroline G. Zucker, Chair
The School Board of Sarasota County, Florida

Approved for Legal Content
November 18, 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: VENICE REGIONAL MEDICAL CENTER
Address: 540 RIALTO, VENICE, FL 34285
Telephone/Fax: (941) 485-7711 / FAX: (941) 483-7699

Provider Contact/Title: MELODY TRIMBLE, CEO

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

School(s): VENICE HIGH SCHOOL
Name of Program: VOCATIONAL INSTRUCTIONAL PROGRAM

Students (Age Range, Grades, Special Programs, Entrance Requirements): EXCEPTIONAL STUDENT EDUCATION STUDENTS WITH VARYING EXCEPTIONALITIES, 16 TO 22 YEARS OF AGE, IN 10TH THROUGH 12TH GRADES. PROVIDER REQUIRES AND WILL PROVIDE STUDENTS WITH A HEALTH SCREENING PRIOR TO STARTING. STUDENTS UNDER THE AGE OF 18 WILL REQUIRE PARENT/GUARDIAN TO BE WITH STUDENT FOR THE HEALTH SCREENING. STUDENTS WILL NEED TO HAVE A TB TEST IF THEY HAVE NOT HAD ONE WITHIN A 12-MONTH PERIOD. IF STUDENTS HAVE HAD A TB TEST WITHIN THE 12-MONTHS, MEDICAL RECORDS MUST BE PRESENTED TO PROVIDER PRIOR TO START OF PROGRAM. VENICE HIGH SCHOOL TRANSITION PLANNER WILL PROVIDE COPIES OF STUDENTS' PROOF OF IMMUNIZATION AND WILL CONDUCT THE STUDENT INTERVIEW PLACEMENT PROCESS PRIOR TO PLACEMENT. PROVIDER WILL PROVIDE STUDENT IDENTIFICATION BADGES AND STUDENT ORIENTATION DAY AGENDA.

Minimum/Maximum Number of Students: ONE TO TWENTY (1-20) STUDENTS.

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

Hours of the Program (Hours): MORNING AND AFTERNOON PROGRAM TO INCLUDE LUNCH. STUDENTS WILL RECEIVE COMPLIMENTARY MEAL TICKETS FROM PROVIDER.

Staff/Supervision: VENICE HIGH SCHOOL TRANSITION PLANNER, AND/OR JOB COACHES, AS ASSIGNED.

Dress Code/Uniform (if appropriate): STUDENTS WILL WEAR VIP PROGRAM BLUE POLO SHIRTS, BLACK LONG PANTS, RUBBER SOLED SHOES, MUST BE CLOSED TOED SHOES OR SNEAKERS. NO SHORTS PERMITTED. NO EXPOSED MIDRIFTS, OR DANGLING JEWELRY PERMITTED.

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

Instructional Space (If appropriate): PROVIDER WILL PROVIDE ON SITE SUPERVISION OF STUDENTS BY DEPARTMENT SUPERVISORS WITHIN THE STUDENT DEPARTMENT SITE. DEPARTMENTS PARTICIPATING WILL INCLUDE DIETARY, MATERIALS MANAGEMENT, AND ENVIRONMENTAL SERVICES. PROVIDER WILL PROVIDE ASSIGNED STUDENTS RESPECTIVE JOB DESCRIPTIONS UPON PLACEMENT. EACH DEPARTMENT WILL PROVIDE ON SITE INSTRUCTIONAL SPACE.

Date: 4/29/2008