

VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

The School Board of Sarasota County, Florida

1960 Landings Blvd., Sarasota, FL 34231

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

&

Pinnacle Health Facilities XXIII, L.P.

DBA: Tarpon Point Nursing & Rehabilitation Center

5157 Park Club Drive, Sarasota, FL 34235

(941) 377-0022 Fax (941) 379-2819

This Agreement is entered into this 17th day of February, 2009, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "THE BOARD" and PINNACLE HEALTH FACILITIES XXIII, L.P., DBA: TARPON POINT NURSING AND REHABILITATION 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 February 17, 2009, 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.

**PINNACLE HEALTH FACILITIES XXIII, L.P.,
DBA: TARPON POINT NURSING & REHABILITATION CENTER**

Signed: _____
Matthew Thompson, Administrator
Tarpon Point Nursing & Rehabilitation Center

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

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

Approved for Legal Content
January 21, 2009, 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: PINNACLE HEALTH FACILITIES XXIII, L.P.,
DBA: TARPON POINT NURSING & REHABILITATION CENTER

Address: 5157 PARK CLUB DRIVE, SARASOTA, FLORIDA 34235
Telephone/Fax: (941) 377-0022 FAX: (941) 379-2819

Provider Contact/Title: MATTHEW THOMPSON, ADMINISTRATOR

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
AND SARASOTA HIGH SCHOOL

Name of Program: VOCATIONAL INSTRUCTIONAL PROGRAM

Students (Age Range, Grades, Special Programs, Entrance Requirements): EXCEPTIONAL
STUDENT EDUCATION (ESE) STUDENTS, AGES 16 YEARS AND OLDER, IN GRADES 9TH
THROUGH 12TH, WITH VARYING EXCEPTIONALITIES. STUDENTS CAN NOT HAVE
FELONY ARRESTS AND WILL NEED TO BE ABLE TO LIFT 20 LBS. STUDENTS WILL BE
ASSESSED BY SCSB STAFF TO ENSURE ABILITY TO PERFORM BASIC TASKS IN
HOUSEKEEPING, DINING ROOM, DISHWASHING, AND ACTIVITIES DEPARTMENTS.

Minimum/Maximum Number of Students: 1 TO 10 STUDENTS.

Days of year Program (Number): 180 SCHOOL CALENDAR DAYS.

Hours of the Program (Hours): MONDAY THROUGH FRIDAY, BETWEEN THE HOURS OF
8:00 AM TO 1:30 PM, SHIFTS OF (2- 2½) TWO TO TWO AND HALF HOURS.

Staff/Supervision: TRANSITION TEACHER AND JOB COACHES, AS ASSIGNED.

Dress Code/Uniform (if appropriate): NON-SKID CLOSED TOE SHOES, SCSB VIP POLO
SHIRTS, FITTED AT WAIST BLACK PANTS, HAIR MUST BE TIED UP, AND HAIR COLOR
CAN NOT BE DISRUPTIVE. NAILS MUST BE NEAT, CLEAN, WITH NO MORE THAN 1"
LONG. NO DANGLING OR LOOSE JEWELRY. NO EXPOSED PIERCINGS. NO PERFUMES
OR STRONG SCENTS.

Transportation Detail: SCHOOL BUS TRANSPORTATION

Instructional Space (If appropriate): OFFICE SPACE OR CONFERENCE ROOM AVAILABLE.

Date: 1/21/2009