

VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

The School Board of Sarasota County, Florida
1960 Landings Blvd., Sarasota, FL 34231
(941) 927-9000 Fax (941) 927-4014

&

NORTH PORT RETIREMENT CENTER, INC.
DBA: THE GARDENS OF NORTH PORT
4900 S. Sumter Boulevard, North Port, FL 34287
(941) 423-0658 Fax (941) 423-5360

This Agreement is entered into this 3rd day of February, 2009, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "THE BOARD" and NORTH PORT RETIREMENT CENTER, INC., DBA: GARDENS OF NORTH PORT, 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 3, 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.

**NORTH PORT RETIREMENT CENTER, INC.
DBA: THE GARDENS OF NORTH PORT**

Signed: _____
Zia Butt, Administrator
North Port Retirement Center, Inc.
DBA: The Gardens of North Port

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

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

Approved for Legal Content
January 9, 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: NORTH PORT RETIREMENT CENTER, INC., DBA: THE GARDENS OF NORTH PORT

Address: 4900 S. SUMTER BOULEVARD, NORTH PORT, FL 34287

Telephone/Fax: (941) 423-0658 FAX: (941) 423-5360

Provider Contact/Title: ZIA BUTT, ADMINISTRATOR

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

School(s): NORTH PORT HIGH SCHOOL

Name of Program: VOCATIONAL INSTRUCTIONAL PROGRAM

Students (Age Range, Grades, Special Programs, Entrance Requirements): EXCEPTIONAL STUDENT EDUCATION (ESE) STUDENTS, AGES 15 YEARS AND OLDER, IN GRADES 10 – 12, WITH VARYING EXCEPTIONALITIES AND NO FELONY CHARGES. STUDENTS WILL BE ACCESSED TO ENSURE THEY ARE ABLE TO LIFT 10 LBS., AND WORK INDEPENDENTLY FOR A MINIMUM OF TWENTY MINUTES.

Minimum/Maximum Number of Students: ONE TO TEN (1-10) STUDENTS

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

Hours of the Program (Hours): TWO TO TWO AND A HALF (2 – 2 1/2) HOUR SHIFTS, BETWEEN 8:00 AM AND 1:30 PM, MONDAY THROUGH FRIDAY, MORNING AND AFTERNOONS.

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

Dress Code/Uniform (if appropriate): STUDENTS MUST WEAR CLOSED TOED-SHOES, BLACK OR KHAKI LONG PANTS, AND THE VIP POLO SHIRT OR ANY POLO SHIRT.

Transportation Detail: SCHOOL TRANSPORTATION, SCAT, OR STUDENT DRIVES SELF WITH COMPLETED PARENTAL CONSENT FORM.

Instructional Space (If appropriate): OFFICE SPACE AVAILABLE WHEN NEEDED.

Date: December 18, 2008