

VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

The School Board of Sarasota County, Florida

1960 Landings Blvd., Sarasota, FL 34231

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

&

Goodwill Industries – Manasota, Inc.

7501 15th Street, Sarasota, FL 34243

(941) 355-2721 Fax (941) 359-1822

This Agreement is entered into this 5th day of February 2008, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as “THE BOARD” and GOODWILL INDUSTRIES – MANASOTA, INC., 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 5, 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.

GOODWILL INDUSTRIES – MANASOTA, INC.

Signed: _____
Donald L. Roberts, Chief Executive Officer
Goodwill Industries – Manasota, Inc.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Signed: _____
Dr. Kathy Kleinlein, Chair
The School Board of Sarasota County, Florida

Approved for Legal Content
January 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: GOODWILL INDUSTRIES – MANASOTA, INC.
CORPORATE OFFICE
Address: 7501 15TH STREET, SARASOTA, FL 34243
Telephone: (941) 355-2721 FAX: (941) 359-1822

Provider Contact/Title: DONALD L. ROBERTS, CHIEF EXECUTIVE OFFICER
MARGIE GENTER, VICE PRESIDENT, MISSION SERVICES

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

School(s): OAK PARK SCHOOL

Name of Program: VOCATIONAL INSTRUCTIONAL PROGRAM GOODWILL INDUSTRIES -
MANASOTA, INC.

Students (Age Range, Grades, Special Programs, Entrance Requirements): EXCEPTIONAL STUDENT EDUCATION STUDENTS WITH ALL EXCEPTIONALITIES, 15 YEARS AND OLDER. ALL STUDENTS MUST CONDUCT THEMSELVES WITH APPROPRIATE BEHAVIORS AS PER SCHOOL DISTRICT CODE OF CONDUCT. STUDENTS WILL BE INTERVIEWED BY ASSIGNED JOB COACH OR TRANSITION PLANNER PRIOR TO PLACEMENT. ATTACHED GOODWILL JOB DESCRIPTIONS FOR DONOR GREETER AND ATTENDED DONATION CENTER OPERATIONS WILL BE REVIEWED WITH STUDENTS. STUDENTS WILL BE INFORMED AND REQUIRED TO ADHERE TO THE ATTACHED GOODWILL TEAM MEMBER SAFETY PROCEDURES. STUDENTS CAN BE ASSIGNED TO THE ATTACHED LIST OF GOODWILL STORE LOCATIONS.

Minimum/Maximum Number of Students: TWO-(2) TO THIRTY-(30) STUDENTS.

Days of year Program (Number): 180 SCHOOL CALENDAR DAYS, PLUS 24 DAYS OF EXTENDED SCHOOL YEAR.

Hours of the Program (Hours): TWO SHIFTS WILL BE AVAILABLE; 8:00 -10:30 AM AND 11:00 AM -1:30 PM.

Staff/Supervision: OAK PARK INSTRUCTOR(S), OAK PARK ASSIGNED TRANSITION PLANNER AND/OR AS NEEDED, ASSIGNED TRANSITION JOB COACHES. STUDENTS WILL BE ASSIGNED GOODWILL MENTORS AT EACH SITE.

Dress Code/Uniform (if appropriate): GOODWILL WILL PROVIDE STUDENTS WITH T-SHIRT AND/OR APRON AND NAME TAG. STUDENTS MUST WEAR CLOSED TOE SHOES, AND PANTS MUST BE SECURED AT WAIST. SARASOTA COUNTY SCHOOLS DRESS CODE ATTIRE WILL BE ADHERED.

Transportation Detail: SCHOOL BOARD TRANSPORTATION AND/OR AS NEEDED, TRANSITION PLANNER.

Instructional Space (If appropriate): STUDENTS WILL BE ASSIGNED A GOODWILL MENTOR AT WORK SITE. BREAKROOMS WILL BE PROVIDED AS INSTRUCTIONAL SPACE, AS NEEDED. STUDENTS MEETING OR EXCEEDING THE PROGRAM CRITERIA WILL BE CONSIDERED FOR POSSIBLE FUTURE EMPLOYMENT WITH GOODWILL INDUSTRIES – MANASOTA, INC.

Date: December 10, 2007