

## VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

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

1960 Landings Blvd., Sarasota, FL 34231

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

&

### **Obee's Soup Salad Subs**

261 South Tamiami Trail, Venice, FL 34285

(941) 486-0988 Fax (941) 486-0828

This Agreement is entered into this 20<sup>th</sup> day of January, 2009, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "THE BOARD" and OBEE'S SOUP SALAD SUBS, 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 January 20, 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.

**OBEE'S SOUP SALAD SUBS**

Signed: \_\_\_\_\_  
Tim McGivern, Owner  
Obbee's Soup Salad Subs

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

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

Approved for Legal Content  
December 12, 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: OBEE'S SOUP SALAD SUBS

Address: 261 SOUTH TAMIAMI TRAIL, VENICE, FL 34285

Telephone/Fax: (941) 486-0988 FAX (941) 486-0828

Provider Contact/Title: TIM McGIVERN, OWNER

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, AGES 16 AND OLDER, IN 9<sup>TH</sup> THROUGH 12<sup>TH</sup> GRADES, ALL PROGRAMS. SCSB STAFF WILL ASSESS STUDENTS BEFORE PLACEMENT TO ASSURE STUDENT'S ABILITY TO COUNT MONEY, BASIC READING AND WRITING. STUDENTS MUST ALSO BE ABLE TO COMMUNICATE AND ANSWER THE TELEPHONE.

Minimum/Maximum Number of Students: ONE STUDENT AT A TIME.

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

Hours of the Program (Hours): MONDAY THROUGH FRIDAY, FOR A TWO TO TWO AND HALF HOUR SHIFT, BETWEEN 10:00 A.M. AND 2:00 P.M.

Staff/Supervision: TRANSITION PLANNER, TRANSITION TEACHER, AS ASSIGNED.

Dress Code/Uniform (if appropriate): FITTED SHORTS OR PANTS BELTED AT WAIST, CLOSED TOED SHOES, SCSB VIP POLO SHIRT OR PROVIDER SHIRT.

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

Instructional Space (If appropriate): DINING AREA AVAILABLE FOR INSTRUCTION AS NEEDED.

Date: 12/10/2008