

VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

The School Board of Sarasota County, Florida

1960 Landings Blvd., Sarasota, FL 34231

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

&

Comcast of West Florida, Inc.

5205 Fruitville Road, Sarasota, FL 34232

(941) 342-3554 Fax (941) 379-4584

This Agreement is entered into this 22nd day of July, 2008, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "THE BOARD" and COMCASTOF WEST FLORIDA, 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 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 July 22, 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.

COMCAST OF WEST FLORIDA, INC.

Signed: _____
Mark Lipford, Vice-President, General Manager
Comcast of West Florida, Inc.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

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

Approved for Legal Content
July 3, 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: COMCAST CABLE
Address: 5205 FRUITVILLE ROAD, SARASOTA, FL 34232
Telephone/Fax: (941) 342-3554 / FAX: (941) 379-4584

Provider Contact/Title: MARK LIPFORD, VICE-PRESIDENT AND GENERAL MANAGER

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, IN 12TH GRADE, AND 18 YEARS OLD OR WILL BE 18 YEARS OLD PRIOR TO GRADUATION. BACKGROUND CHECK AND DRUG TESTING, ADMINISTERED AND PAID FOR BY PROVIDER, REQUIRED PRIOR TO PLACEMENT. STUDENTS WILL NEED TO HAVE A VALID DRIVERS LICENSE BY GRADUATION. STUDENTS WILL BE REQUIRED TO PASS AN ONLINE PRE-TEST EARLY SCREENING WITH PROVIDER. PROGRAM ENROLLMENT OF STUDENTS WILL BE DETERMINED UPON REVIEW BY PROVIDER AND SCHOOL.

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

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

Hours of the Program (Hours): MONDAY THROUGH THURSDAY, BLOCK ONE: 7:30 TO 8:59 AM FOR CURRICULUM CLASSROOM INSTRUCTION AND FRIDAY, BLOCK ONE: 7:30 TO 8:59 AM AND BLOCK TWO: 9:05 TO 10:34 AM FOR FIELD EXPERIENCE.

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

Dress Code/Uniform (if appropriate): STUDENTS WILL WEAR PROPER SCHOOL DRESS CODE ATTIRE. VHS SCHOOL SHIRTS ARE TO BE TUCKED INTO PANTS. BELTED JEANS ARE ACCEPTABLE. ONLY CLOSED TOED, RUBBER SOLED SHOES PERMITTED. SNEAKERS AND MOUNTAIN BOOTS ACCEPTABLE. NO SHORTS, NO OPEN TOED SHOES OR FLIP FLOP SANDELS PERMITTED. NO EXPOSED MIDRIFTS, OR DANGLING JEWELRY PERMITTED. ONLY ONE VISIBLE BODY PIERCING PERMITTED. ANY TATTOES MUST BE COVERED.

Transportation Detail: INSTRUCTIONAL COMPONENT AT SCHOOL SITE, PER SCHOOL BOARD TRANSPORTATION. FOR FIELD EXPERIENCE COMPONENT, PROVIDER WILL PROVIDE TRANSPORTATION WITH A COMCAST DRIVER/TECHNICIAN FOR ONE-(1) TO TWO-(2) STUDENTS IN COMCAST OWNED VEHICLE, COMCAST VAN. ANY FIELD TRIPS WILL BE HANDLED PER SCHOOL BOARD POLICIES VIA SCHOOL BOARD TRANSPORTATION.

Instructional Space (If appropriate): INSTRUCTIONAL SPACE AND LOCKED SECURED STORAGE FOR TECHNICAL EQUIPMENT WILL BE PROVIDED BY VHS. COMCAST WILL PROVIDE TECHNICAL EQUIPMENT AND CURRICULUM MATERIALS. VHS ASSIGNED TEACHER NEEDS TO ATTEND A "TRAIN THE TRAINER" COMCAST NEW HIRE CLASS. VHS WILL BE RESPONSIBLE FOR SCHEDULING THE VHS TEACHER FOR THE COMCAST NEW HIRE CLASS.

Date: 5/02/2008