

## VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

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

&

**The Marie Selby Botanical Gardens, Inc.**  
811 South Palm Avenue, Sarasota, FL 34236  
(941) 366-5731 Fax (941) 366-9807

This Agreement is entered into this 5<sup>th</sup> day of October, 2010, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate, hereinafter referred to as "THE BOARD" and THE MARIE SELBY BOTANICAL GARDENS, 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:**

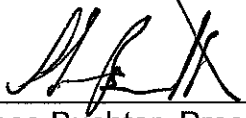
- A. that The Provider shall retain full control and discretion as to the appointment or removal of any staff member employed by The Provider. The Board may report to The Provider any employee who is deemed by The Board to be performing in a manner incompatible with the provisions of this program.
- 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 October 5, 2010, 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.

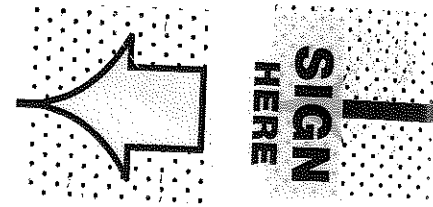
IN WITNESS THEREOF, the parties have executed this Agreement as of the date first written above.

**THE MARIE SELBY BOTANICAL GARDENS, INC.**

Signed:   
Thomas Buchter, President/CEO

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

Signed: \_\_\_\_\_  
Shirley Brown, Chair



Approved for Legal Content  
September 8, 2010, 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: MARIE SELBY BOTANICAL GARDENS  
Address: 811 SOUTH PALM AVENUE, SARASOTA, FLORIDA 34236  
Telephone: (941) 366-5731 Fax: (941) 366-9807

Provider Contact/Title: THOMAS BUCHTER, PRESIDENT/CEO  
EMILY CHALKER LANE, VOLUNTEER SERVICES MANAGER x237

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: SELBY GARDENS VOCATIONAL INSTRUCTIONAL PROGRAM

Students (Age Range, Grades, Special Programs, Entrance Requirements): EXCEPTIONAL STUDENT EDUCATION (ESE) STUDENTS, AGES 16 TO 22 YEARS, IN GRADES 9<sup>TH</sup> THROUGH 12<sup>TH</sup> GRADES, VARYING EXCEPTIONALITIES MUST BE ABLE TO DO PHYSICAL LABOR, ABLE TO LIFT 10 LBS., ABLE TO HANDLE SUN AND HEAT, AND WILL GET DIRTY WHILE PERFORMING TYPICAL GARDEN TASKS LIKE WEEDING, AND MULCHING. UNDER GARDENER SUPERVISION, STUDENTS MAY ASSIST WITH PLANTING OF ANNUALS OR COLLECTIONS OF PLANT MATERIAL, SOME LIGHT PRUNING, ASSIST WITH PLANT PROPAGATION AND REPOTTING OF COLLECTIONS AND SALES PLANT MATERIAL. STUDENTS WILL NOT BE HANDLING PESTICIDES OR ASKED TO WORK IN HAZARDOUS CONDITIONS.

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

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

Hours of the Program (Hours): MONDAY THROUGH FRIDAY, 8:30 A.M. TO 11:00 A.M.

Staff/Supervision: TRANSITION TEACHER, ASSIGNED JOB COACHES, AND ASSIGNED BY PROVIDER A MENTORING SUPERVISOR.

Dress Code/Uniform (if appropriate): GARDENING SHOES WILL BE CLOSED TOED SHOES, SNEAKERS OR BOOTS ACCEPTABLE. LONG PANTS OR CAPRIS LONG ENOUGH TO PROTECT KNEES, CLEAN JEANS BELTED AT WAIST ARE ACCEPTABLE. NO SLEEVELESS SHIRTS OR SHIRTS WITH PRINTED GRAPHICS. SUNSCREEN AND HATS ARE RECOMMENDED.

Transportation Detail: SCHOOL BOARD TRANSPORTATION.

Instructional Space (If appropriate): HORTICULTURE PORCH AND THE GARDENS. POSSIBLY THE GREENHOUSE AS THE PROGRAM GROWS.

Date: AUGUST 31, 2010