

## **VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT**

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

1960 Landings Boulevard, Sarasota, Florida 34231

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

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### **North Port Retirement Center, Inc. d/b/a**

**North Port Pines Retirement Center**, Assisted Living Facility #7860

4950 Pocatella Avenue North Port, FL, 34287

941-426-9175 [www.northportpines.com](http://www.northportpines.com)

This Agreement is entered into as of this \_\_\_\_ day of \_\_\_\_, 202\_\_, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate (hereinafter referred to as the "Board"), and North Port Retirement Center, Inc., a Florida corporation, d/b/a North Port Pines Retirement Center, Assisted Living Facility# 7860 (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 an application for enrollment in the Sarasota County School District.
2. The student has been appropriately selected and meets the entrance requirements (see attached 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 attached 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.
- D. To require all participating students to subscribe to the school accident insurance coverage and that evidence of this coverage be presented for each student to the Provider if requested.

#### **2. The Provider agrees:**

- A. To maintain a safe work environment appropriate for students and to follow applicable state and federal laws, rules, and regulations relating to workplace safety.
- B. To provide in-service training and job preparation skills to students and staff.

**3. Both Parties agree:**

- A. There will be no cost to the Board for the Provider's provision of services hereunder.
- B. To the terms of the attached addendum, which provides specific details of this Vocational Instructional Program Agreement, which is incorporated hereby into this Agreement.
- C. That the Provider is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
- D. 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.
- E. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board or the Provider of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of this Agreement.
- 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 shall be void unless agreed upon in writing by both parties.
- B. The term of this Agreement shall remain in effect unless terminated earlier by either party and shall automatically renew each year thereafter for periods of one year unless terminated by either party. Either party may terminate this Agreement at any time without cause by giving thirty days written notice and this Agreement. The Board may terminate this Agreement immediately upon providing written notice if Provider materially breaches the terms of this Agreement.
- 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.
- D. Neither this Agreement nor any interest herein may be assigned, transferred

or encumbered by any Party without the prior written consent of the other Party.

The Parties have executed this Agreement intending to be fully bound by its terms as of the date first written above.

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

By: \_\_\_\_\_  
Bridget Ziegler, Chair

Date: \_\_\_\_\_

Approved as to Form and Legal Content  
by Shumaker, Loop & Kendrick, LLP  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: MRM  
Date: November 20, 2023

North Port Retirement Center, Inc. d/b/a  
North Port Pines Retirement Center, Assisted Living Facility #7860

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As its: \_\_\_\_\_

Date: \_\_\_\_\_

## **ADDENDUM TO VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT**

The Provider: North Port Retirement Center, Inc., a Florida corporation, d/b/a North Port Pines Retirement Center, Assisted Living Facility #7860

The Provider Contact Email, Phone, and Title: Pauline Gore, Administrator 941-426-9175 northportpines@gmail.com

The Board Contact/Title: Sarasota County Schools, Exceptional Student Education Department (941) 927-9000 Dr. Heather Wasserman, ESE Director, Elizabeth Lewis, Transition Program Specialist

School(s): Sarasota County Schools, Structured Work Study Programs, and High School Programs

Name of Program: Vocational Instructional Program / Career Experience

Students (Age Range, Grades, Special Programs, Entrance Requirements): Exceptional Student Education (ESE) students, ages 16-21, with varying exceptionalities. Students must provide proof of insurance before they are placed. Previous work experience and skill levels will be reviewed when considering placement.

Minimum/Maximum Number of Students: Groups of 1-5 students.

Days of Year Program [Number] and Hours of the Program [Hours] for each school:

School Hours: 9:00-2:00, Monday-Friday during the school year, for the job training program. If the student is hired, hours will reflect those assigned by the job.

Staff/Supervision: The ESE Teacher, job coach, or assigned mentor from the Provider's staff will provide support and supervision as needed. As the student demonstrates independence, support will fade, and the job site will collaborate with school staff as needed.

Transportation Detail: Students will be transported to and from the worksite using Board or public transportation and trained to transition and transport independently.

Other requirements: Complete the volunteer application. Entry-level skills needed: working in a team environment, greeting clients, and demonstrating a positive attitude. Students will dress in designated attire such as a program or company shirt, black/khaki pants, and non-skid, closed-toe shoes. Students will come to work on time, demonstrate good hygiene and display good manners.