

# APPRENTICESHIP AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between

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

(Hereinafter referred to as "SBBC").

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**ABC INSTITUTE, INC.**

(Hereinafter referred to as "ABCI").

whose principal place of business is

3730 Coconut Creek Parkway, Suite 180

Coconut Creek, Florida 33066

**WHEREAS**, ABCI is approved by the Department of Education to offer registered apprenticeship programs; and

**WHEREAS**, SBBC is desirous to offer educational apprenticeship programs from ABCI; and

**WHEREAS**, ABCI has indicated its intent to offer its apprenticeship programs, an educational service, through SBBC; and

**WHEREAS**, the apprenticeship program includes ABCI providing service to SBBC students on an SBBC campus, as well as SBBC having field experience at a designated ABCI location; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC's purchase of educational services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.04 of this Agreement, the term of this Agreement shall commence on **July 1, 2018** and conclude on **June 30, 2021**.

2.02 **Program Coordination/Supervision.** The responsibility for day-to-day coordination and supervision of this educational program shall be vested in ABCI. ABCI shall designate a person to act as liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, registered apprenticeship records.

2.03 **Program Instructors.** ABCI shall recruit and employ instructors that shall meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor shall also meet all SBBC requirements for employment.

2.04 **SBBC Disclosure of Education Records.**

- (a) SBBC shall provide the documentation listed in 2.04(b), pursuant to student consent as listed in 2.04(c) for the purpose of ABCI and ABCI's support staff to register students, verify Full-time Equivalent (FTE) status for state funding, an Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and FOCUS to record attendance.
- (b) SBBC shall provide ABCI and ABCI's support staff with access to the SBBC's FOCUS database which contains the student's name, Florida Student Identification (FSI) number and dates of class(es) for attendance purposes. ABCI's access to student information on FOCUS shall be limited to the students served pursuant to this Agreement. ABCI and ABCI's support staff will be provided with a verification report 3 times per fiscal year for each class to verify FTE. An application packet which contains the following documents: Career Technical Adult & Community Education Workforce Education Registration Application, Conduct and Discipline Code for Adult Students, Student Grievance Procedure, and Authorization for Release and/or Request for information to ABCI and ABCI's support staff to be completed and signed by each student annually.
- (c) SBBC shall obtain consent from each student age 18 or older prior to disclosing education records to ABCI and ABCI's support staff. Consent form shall list the types of educational records to be disclosed, purpose(s) and recipient.

2.05 **ABCI Confidentiality of Education Records.**

- (a) Notwithstanding any provision to the contrary within this Agreement, ABCI shall:
- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
  - 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
  - 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
  - 4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
  - 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
  - 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
  - 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
  - 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
  - 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
  - 11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure shall be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
- (c) ABCI shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Curriculum and Equipment**. ABCI shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.07 **Registered Standards**. ABCI shall furnish to SBBC a copy of each program's registered standards as required by the Department of Education for operation.

2.08 **Student Recruitment**. ABCI shall be responsible for recruiting and assigning all students to SBBC instructional programs.

2.09 **Program Documentation**. ABCI shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. ABCI shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year.

In accordance with Section 1002.22, Florida Statutes, ABCI shall maintain the confidential nature of any student records.

2.10 **Student Work Assignments.** ABCI shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.11 **On the Job Training (OJT) Support.** SBBC shall provide ABCI with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.12 **Monitoring Compliance.** SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

- A. The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the Employment Security of Federal Bureau of Apprenticeship Training if required.
- B. The classroom related instruction and OJT for apprentices are reported under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.
- C. The funding reported per student for OJT shall not exceed forty ( 40) hours per week, for a maximum of two thousand (2,000) hours per year.
- D. The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description as stated in the SBBC Apprenticeship Handbook.
- E. Supervised related classroom instruction, in a formal setting, shall be provided to each apprentice for not less than 144 hours per year, and has been approved by ABCI and SBBC.
- F. ABCI shall insure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.
- G. The ratio or each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services lo the apprentices. This ratio shall be in accordance with the requirements as slated in the SBBC, Apprenticeship Handbook.
- H. ABCI shall maintain all records that document coordination or related instruction with on-the-job training for each apprentice.

1. The administration of the program and the general welfare of the apprentices are the responsibility of ABCI.

2.13 **Payments to ABCI.** Payments to ABCI shall be from funds generated through the Workforce Education Program as reported to the Department of Education. There shall be no additional financial impact to SBBC through this Agreement.

2.14 **Compensation Rate.** SBBC shall compensate ABCI at the rate of \$0.95 per instructional hour for each registered apprentice. The maximum amount to be paid per registered student in a fiscal year (July 1 -- June 30) is as follows:

Related Classroom Training - \$0.95 per hour. ABCI shall only be funded for the actual number of classroom training hours as specified in their apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

ON-THE-JOB TRAINING -\$0.95 per hour up to a maximum of \$2.00 (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

These funds shall be used to pay for: instructors' salaries/benefits, program promotion; instructional materials and supplies, equipment, replacement and repair; other supervisory and administrative costs to include, but not limited to, lease expenses for classroom facilities and equipment, travel and mileage expenses, and expenses to attend conferences and professional meetings. ABCI shall assure SBBC that all funds generated under this Agreement shall be maintained in a separate account, and that all expenditures shall be used to support the instructional programs that generated the funds. The financial compensation rate of this Agreement shall be reviewed and adjusted if needed on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent on state funding.

2.15 **Financial Reports.** ABCI shall provide a semi-annual budget/financial status report of program expenditures and balances to the Superintendent or designee. Reports are due January 31<sup>st</sup> – June 30<sup>th</sup> of each year. This report should reflect SBBC's allocation which is allocated for operational expenses as outlined in Section 2.14 above.

2.16 **Payments Schedule.** Payments to ABCI shall be based upon funds generated by full-time equivalent students enrolled and counted in ABCI's educational program. If, at any time during the term of this Agreement, the Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease shall be passed along to ABCI on a pro-rata basis. SBBC shall make each payment to ABCI by invoice received, three times per calendar year based on qualifying student enrollment in Survey 1, 2 and 3. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.17 **Funding Surveys.** ABCI's full-time equivalent student membership shall be counted during the official survey periods (Survey 1, 2, and 3) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period of time.

2.18 **Collaboration**. Through their designated representatives, both parties shall collaborate in development of policies and operational procedures for the efficient management and operation of this program.

2.19 **Budget Limitations**. This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.20 **Property**. It is understood that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over \$1,000 in value shall be numbered and accounted for per School Board rules and regulations.

2.21 **Adherence to Florida Statutes**. Each party agrees that any amendments to existing Florida Statutes or to the Department of Education or Labor policies pertaining to apprenticeship which affect the subject matter of this Agreement and which come into effect after the signing of this Agreement shall be binding to all parties through the term of this Agreement.

2.22 **Inspection of ABCI's Records by SBBC**. ABCI shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All ABCI's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of ABCI directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect**. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to ABCI's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to ABCI pursuant to this Agreement.

(b) **Notice of Inspection**. SBBC's agent or its authorized representative shall provide ABCI reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions**. SBBC's agent or its authorized representative shall have access to ABCI's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection**. Failure by ABCI to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any ABCI's claims for payment.

(e) **Overcharges and Unauthorized Charges**. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by ABCI in excess of two

percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by ABCI. If the audit discloses billings or charges to which ABCI is not contractually entitled, ABCI shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, ABCI shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by ABCI to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to ABCI pursuant to this Agreement and such excluded costs shall become the liability of ABCI.

(g) Inspector General Audits. ABCI shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.23 **Insurance Requirements.** ABCI shall comply with the following insurance requirements throughout the term of this Agreement.

(a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Florida Statutes, Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability, Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit ABCI time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(g) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:



1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured;
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida; and
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. ABCI is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

2.24 **Notice:** When any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director  
Atlantic Technical College  
4700 Coconut Creek Parkway  
Coconut Creek, Florida 33063

To ABCI: Business Manager  
ABC Institute, Inc.  
3730 Coconut Creek Parkway  
Coconut Creek, Florida 33066

2.25 **Background Screening.** ABCI agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) shall have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening shall be conducted by SBBC in advance of the ABCI or its personnel providing any services under the conditions described in the previous sentence. ABCI shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the ABCI and its personnel. The parties agree that the failure of ABCI to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under

this Agreement. ABCI agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from ABCI'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.26 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. ABCI shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, ABCI shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. ABCI shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if ABCI does not transfer the public records to SBBC. Upon completion of the Agreement, ABCI shall transfer, at no cost, to SBBC all public records in possession of ABCI or keep and maintain public records required by SBBC to perform the services required under the Agreement. If ABCI transfers all public records to SBBC upon completion of the Agreement, ABCI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ABCI keeps and maintains public records upon completion of the Agreement, ABCI shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [REQUEL.BELL@BROWARDSCHOOLS.COM](mailto:REQUEL.BELL@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By ABCI: ABCI agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by ABCI, its agents, servants or employees; the equipment of ABCI, its agents,

servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of ABCI or the negligence of ABCI's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by ABCI, SBBC or otherwise.

2.28 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.29 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.30 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** 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. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting



**FOR ABCI**

(Corporate Seal)

ABC INSTITUTE, INC

ATTEST:

By *Peter M. Dyga*

Print Name and Title: Peter M. Dyga, President/CEO

\_\_\_\_\_, Secretary

-or-

*Walter Smith*  
Witness

*Tom Smith*  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF *Florida*

COUNTY OF *Broward*

The foregoing instrument was acknowledged before me this *19th* day of *April*, 20*18* by *Peter Dyga* of

*ABC Institute, Inc*, on behalf of the corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

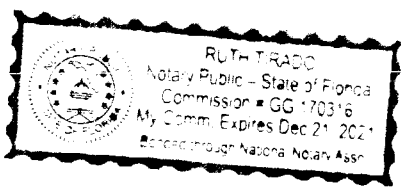
*12/21/21*

*Ruth Trudo*  
Signature - Notary Public

*Ruth Trudo*  
Printed Name of Notary

*GG 170316*  
Notary's Commission No.

(SEAL)



# APPRENTICESHIP AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between

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

(Hereinafter referred to as "SBBC").

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**ADVANCED EDUCATION APPRENTICESHIP TRAINING, INC.**

(Hereinafter referred to as "ADV"),

whose principal place of business is

8362 Pines Blvd. Suite 336

Pembroke Pines, Florida 33024

**WHEREAS**, ADV is approved by the Department of Education to offer registered apprenticeship programs; and

**WHEREAS**, SBBC is desirous to offer educational apprenticeship programs from ADV; and

**WHEREAS**, ADV has indicated its intent to offer its apprenticeship programs, an educational service, through SBBC; and

**WHEREAS**, the apprenticeship program includes ADV providing service to SBBC students on an SBBC campus, as well as SBBC having field experience at a designated ADV location; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC's purchase of educational services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.



## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2018** and conclude on **June 30, 2021**.

2.02 **Program Coordination/Supervision.** The responsibility for day-to-day coordination and supervision of this educational program shall be vested in ADV. ADV shall designate a person to act as liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, registered apprenticeship records.

2.03 **Program Instructors.** ADV shall recruit and employ instructors that shall meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor shall also meet all SBBC requirements for employment.

2.04 **SBBC Disclosure of Education Records.**

- (a) SBBC shall provide the documentation listed in 2.04(b), pursuant to student consent as listed in 2.04(c) for the purpose of ADV and ADV's support staff to register students, verify Full-time Equivalent (FTE) status for state funding, an Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and FOCUS to record attendance.
- (b) SBBC shall provide ADV and ADV's support staff with access to the SBBC's FOCUS database which contains the student's name, Florida Student Identification (FSI) number and dates of class(es) for attendance purposes. ADV's access to student information on FOCUS shall be limited to the students served pursuant to this Agreement. ADV and ADV's support staff shall be provided with a verification report 3 times per fiscal year for each class to verify FTE. An application packet which contains the following documents: Career Technical Adult & Community Education Workforce Education Registration Application, Conduct and Discipline Code for Adult Students, Student Grievance Procedure, and Authorization for Release and/or Request for information to ADV and ADV's support staff to be completed and signed by each student annually.
- (c) SBBC shall obtain consent from each student age 18 or older prior to disclosing education records to ADV and ADV's support staff. Consent form shall list the types of educational records to be disclosed, purpose(s) and recipient.

2.05 **ADV Confidentiality of Education Records.**

- (a) Notwithstanding any provision to the contrary within this Agreement, ADV shall:
- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
  - 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
  - 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
  - 4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
  - 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
  - 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
  - 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
  - 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
  - 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
  - 11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure shall be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
- (c) ADV shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Curriculum and Equipment.** ADV shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.07 **Registered Standards.** ADV shall furnish to SBBC a copy of each program's registered standards as required by the Department of Education for operation.

2.08 **Student Recruitment.** ADV shall be responsible for recruiting and assigning all students to SBBC instructional programs.

2.09 **Program Documentation.** ADV shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. ADV shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In

accordance with Section 1002.22, Florida Statutes, ADV shall maintain the confidential nature of any student records.

2.10 **Student Work Assignments.** ADV shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.11 **On the Job Training Support.** SBBC shall provide ADV with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.12 **Monitoring Compliance.** SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

- A. The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the Employment Security of Federal Bureau of Apprenticeship Training if required.
- B. The classroom related instruction and OJT for apprentices are reported under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.
- C. The funding reported per student for OJT shall not exceed forty (40) hours per week, for a maximum of two thousand (2,000) hours per year.
- D. The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description as stated in the SBBC Apprenticeship Handbook.
- E. Supervised related classroom instruction, in a formal setting, shall be provided to each apprentice for not less than 144 hours per year, and has been approved by ADV and SBBC.
- F. ADV shall insure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.
- G. The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio shall be in accordance with the requirements as stated in the SBBC, Apprenticeship Handbook.
- H. ADV shall maintain all records that document coordination or related instruction with on-the-job training for each apprentice.

1. The administration of the program and the general welfare of the apprentices are the responsibility of ADV.

2.13 **Payments to ADV.** Payments to ADV shall be from funds generated through the Workforce Education Program as reported to the Department of Education. There shall be no additional financial impact to SBBC through this Agreement.

2.14 **Compensation Rate.** SBBC shall compensate ADV at the rate of \$0.95 per instructional hour for each registered apprentice. The maximum amount to be paid per registered student in a fiscal year (July 1 -- June 30) is as follows:

Related Classroom Training - \$0.95 per hour. ADV shall only be funded for the actual number of classroom training hours as specified in their apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

ON-THE-JOB TRAINING -\$0.95 per hour up to a maximum of \$2,000 (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

These funds shall be used to pay for: instructors' salaries/benefits, program promotion; instructional materials and supplies, equipment, replacement and repair; other supervisory and administrative costs to include, but not limited to, lease expenses for classroom facilities and equipment, travel and mileage expenses, and expenses to attend conferences and professional meetings. ABCI shall assure SBBC that all funds generated under this Agreement shall be maintained in a separate account, and that all expenditures shall be used to support the instructional programs that generated the funds. The financial compensation rate of this Agreement shall be reviewed and adjusted if needed on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent on state funding.

2.15 **Financial Reports.** ADV shall provide a semi-annual budget/financial status report of program expenditures and balances to the Superintendent or designee. Reports are due January 31<sup>st</sup> – June 30<sup>th</sup> of each year. This report should reflect SBBC's allocation which is allocated for operational expenses as outlined in Section 2.14 above.

2.16 **Payments Schedule.** Payments to ADV shall be based upon funds generated by full-time equivalent students enrolled and counted in ADV's educational program. If, at any time during the term of this Agreement, the Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease shall be passed along to ADV on a pro-rata basis. SBBC shall make each payment to ADV by invoice received, three times per calendar year based on qualifying student enrollment in Survey 1, 2 and 3. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.17 **Funding Surveys.** ADV's full-time equivalent student membership shall be counted during the official survey periods (Survey 1, 2, and 3) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period of time.

2.18 **Collaboration**. Through their designated representatives, both parties shall collaborate in development of policies and operational procedures for the efficient management and operation of this program.

2.19 **Budget Limitations**. This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.20 **Property**. It is understood that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over \$1,000 in value shall be numbered and accounted for per School Board rules and regulations.

2.21 **Adherence to Florida Statutes**. Each party agrees that any amendments to existing Florida Statutes or to the Department of Education or Labor policies pertaining to apprenticeship which affect the subject matter of this Agreement and which come into effect after the signing of this Agreement shall be binding to all parties through the term of this Agreement.

2.22 **Inspection of ADV's Records by SBBC**. ADV shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All ADV's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of ADV directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect**. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to ADV's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to ADV pursuant to this Agreement.

(b) **Notice of Inspection**. SBBC's agent or its authorized representative shall provide ADV reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions**. SBBC's agent or its authorized representative shall have access to ADV's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection**. Failure by ADV to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any ADV's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by ADV in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by ADV. If the audit discloses billings or charges to which ADV is not contractually entitled, ADV shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, ADV shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by ADV to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to ADV pursuant to this Agreement and such excluded costs shall become the liability of ADV.

(g) Inspector General Audits. ADV shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

**2.23 Insurance Requirements.** ADV shall comply with the following insurance requirements throughout the term of this Agreement.

(a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Florida Statutes, Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability, Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies shall be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance shall be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC before any work commences to permit ADV time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(g) Required Conditions. Liability policies shall contain the following provisions. In addition, the following wording shall be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured;
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida; and
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. ADV is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

2.24 **Notice:** When any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director  
Atlantic Technical College  
4700 Coconut Creek Parkway  
Coconut Creek, Florida 33063

To ADV: Business Manager  
Advanced Education Apprenticeship Training, Inc.  
8362 Pines Blvd., Suite 336  
Pembroke Pines, Florida 33024

2.25 **Background Screening.** ADV agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) shall have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening shall be conducted by SBBC in advance of the ADV or its personnel providing any services under the conditions described in the previous sentence. ADV shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee



imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to ADV and its personnel. The parties agree that the failure of ADV to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. ADV agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from ADV's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.26 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. ADV shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, ADV shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. ADV shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if ADV does not transfer the public records to SBBC. Upon completion of the Agreement, ADV shall transfer, at no cost, to SBBC all public records in possession of ADV or keep and maintain public records required by SBBC to perform the services required under the Agreement. If ADV transfers all public records to SBBC upon completion of the Agreement, ADV shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ADV keeps and maintains public records upon completion of the Agreement, ADV shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [REQUEL.BELL@BROWARDSCHOOLS.COM](mailto:REQUEL.BELL@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By ADV: ADV agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court

costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by ADV, its agents, servants or employees; the equipment of ADV, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of ADV or the negligence of ADV's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by ADV, SBBC or otherwise.

2.28 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.29 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.30 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC

employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or

understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** 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. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq.  
kathelyn.jacques-adams@gbrowardschools.com  
Reason: Advanced Education Apprenticeship  
Training, Inc.  
Date: 2018.05.17 10:20:34 -0400

Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]**

**FOR ADV**

(Corporate Seal)

ADVANCED EDUCATION APPRENTICESHIP  
TRAINING, INC.

ATTEST:

*[Handwritten Signature]*  
Secretary

By *[Handwritten Signature]*  
Print Name and Title: Karl Geus, Chairman

-or-

*[Handwritten Signature]*  
Witness

*[Handwritten Signature]*  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF *FL*

COUNTY OF *Polk*

The foregoing instrument was acknowledged before me this *21* day of *April*, 20*20* by *Karl Geus* of *Advanced Education Apprenticeship Training, Inc.* on behalf of the corporation/agency.

He/She is personally known to me or produced *[Handwritten Signature]* as identification and did/did not first take an oath. *[Handwritten Signature]* Type of Identification

My Commission Expires:

*[Handwritten Signature]*  
Signature Notary Public

*[Handwritten Name]*  
Printed Name of Notary

*[Handwritten Number]*  
Notary's Commission No.



# APPRENTICESHIP AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by and between

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

(Hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**BROWARD COUNTY PLUMBERS & PIPE FITTERS JOINT APPRENTICESHIP  
TRAINING CENTER TRUST FUND INC.**

(Hereinafter referred to as "BCP&P"),

whose principal place of business is

2500 S. Andrews Avenue

Fort Lauderdale, Florida 33316

**WHEREAS**, BCP&P is approved by the Department of Education to offer registered apprenticeship programs; and

**WHEREAS**, SBBC is desirous to offer educational apprenticeship programs from BCP&P;  
and

**WHEREAS**, BCP&P has indicated its intent to offer its apprenticeship programs, an educational service, through SBBC; and

**WHEREAS**, the apprenticeship program includes BCP&P providing service to SBBC students on an SBBC campus, as well as SBBC having field experience at a designated BCP&P location; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, II, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC's purchase of educational services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1 – RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2018** and conclude on **June 30, 2021**.

2.02 **Program Coordination/Supervision.** The responsibility for day-to-day coordination and supervision of this educational program shall be vested in BCP&P. BCP&P shall designate a person to act as liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, registered apprenticeship records.

2.03 **Program Instructors.** BCP&P shall recruit and employ instructors that shall meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor shall also meet all SBBC requirements for employment.

2.04 **SBBC Disclosure of Education Records.**

- (a) SBBC shall provide the documentation listed in 2.04(b), pursuant to student consent as listed in 2.04(c) for the purpose of BCP&P and BCP&P's support staff to register students, verify Full-time Equivalent (FTE) status for state funding, an Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and FOCUS to record attendance.
- (b) SBBC shall provide BCP&P and BCP&P's support staff with access to the SBBC's FOCUS database which contains the student's name, Florida Student Identification (FSI) number and dates of class(es) for attendance purposes. BCP&P's access to student information on FOCUS shall be limited to the students served pursuant to this Agreement. BCP&P and BCP&P's support staff shall be provided with a verification report 3 times per fiscal year for each class to verify FTE. An application packet which contains the following documents: Career Technical Adult & Community Education Workforce Education Registration Application, Conduct and Discipline Code for Adult Students, Student Grievance Procedure, and Authorization for Release and/or Request for information to BCP&P and BCP&P's support staff to be completed and signed by each student annually.
- (c) SBBC shall obtain consent from each student age 18 or older prior to disclosing education records to BCP&P and BCP&P's support staff. Consent form shall list the types of educational records to be disclosed, purpose(s) and recipient.

2.05 **BCP&P Confidentiality of Education Records.**

- (a) Notwithstanding any provision to the contrary within this Agreement, BCP&P shall:
  - 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records:



- 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- 4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
- 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
- 11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed: secure erasure shall be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement

and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

- (c) BCP&P shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Curriculum and Equipment.** BCP&P shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.07 **Registered Standards.** BCP&P shall furnish to SBBC a copy of each program's registered standards as required by the Department of Education for operation.

2.08 **Student Recruitment.** BCP&P shall be responsible for recruiting and assigning all students to SBBC instructional programs.

2.09 **Program Documentation.** BCP&P shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. BCP&P shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, BCP&P shall maintain the confidential nature of any student records.

2.10 **Student Work Assignments.** BCP&P shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.11 **On the Job Training Support.** SBBC shall provide BCP&P with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.12 **Monitoring Compliance.** SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

- A. The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the Employment Security of Federal Bureau of Apprenticeship Training if required.

- B. The classroom related instruction and OJT for apprentices are reported under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.
- C. The funding reported per student for OJT shall not exceed forty ( 40) hours per week, for a maximum of two thousand (2,000) hours per year.
- D. The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description as stated in the SBBC Apprenticeship Handbook.
- E. Supervised related classroom instruction, in a formal setting, shall be provided to each apprentice for not less than 144 hours per year, and has been approved by BCP&P and SBBC.
- F. BCP&P shall insure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.
- G. The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio shall be in accordance with the requirements as stated in the SBBC, Apprenticeship Handbook.
- H. BCP&P shall maintain all records that document coordination or related instruction with on-the-job training for each apprentice.
- I. The administration of the program and the general welfare of the apprentices are the responsibility of BCP&P.

2.13 **Payments to BCP&P.** Payments to BCP&P shall be from funds generated through the Workforce Education Program as reported to the Department of Education. There shall be no additional financial impact to SBBC through this Agreement.

2.14 **Compensation Rate.** SBBC shall compensate BCP&P at the rate of \$0.95 per instructional hour for each registered apprentice. The maximum amount to be paid per registered student in a fiscal year (July 1 -- June 30) is as follows:

Related Classroom Training - \$0.95 per hour. BCP&P shall only be funded for the actual number of classroom training hours as specified in their apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

ON-THE-JOB TRAINING -\$0.95 per hour up to a maximum of \$2.00 (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

These funds shall be used to pay for instructors' salaries/benefits, program promotion; instructional materials and supplies, equipment, replacement and repair; other supervisory and administrative costs to include, but not limited to, lease expenses for classroom facilities and equipment, travel and mileage expenses, and expenses to attend conferences and professional meetings. BCP&P shall assure SBBC that all funds generated under this Agreement shall be maintained in a separate account, and that all expenditures shall be used to support the instructional Agreement with Broward County Plumbers & Pipefitters Joint Apprenticeship Training Center Trust Fund Inc. Page 5 of 14

programs that generated the funds. The financial compensation rate of this Agreement shall be reviewed and adjusted, if needed, on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent upon State funding.

2.15 **Financial Reports.** BCP&P shall provide a semi-annual budget/financial status report of program expenditures and balances to the Superintendent or designee. Reports are due January 31<sup>st</sup> – June 30th of each year. This report should reflect SBBC's allocation which is allocated for operational expenses as outlined in Section 2.14 above.

2.16 **Payments Schedule.** Payments to BCP&P shall be based upon funds generated by full-time equivalent students enrolled and counted in BCP&P's educational program. If, at any time during the term of this Agreement, the Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease shall be passed along to BCP&P on a pro-rata basis. SBBC shall make each payment to BCP&P by invoice received, three times per calendar year based on qualifying student enrollment in Survey 1, 2 and 3. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.17 **Funding Surveys.** BCP&P's full-time equivalent student membership shall be counted during the official survey periods (Survey 1, 2, and 3) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period of time.

2.18 **Collaboration.** Through their designated representatives, both parties shall collaborate in development of policies and operational procedures for the efficient management and operation of this program.

2.19 **Budget Limitations.** This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.20 **Property.** It is understood that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over \$1,000 in value shall be numbered and accounted for per School Board rules and regulations.

2.21 **Adherence to Florida Statutes.** Each party agrees that any amendments to existing Florida Statutes or to the Department of Education or Labor policies pertaining to apprenticeship which affect the subject matter of this Agreement and which come into effect after the signing of this Agreement shall be binding to all parties through the term of this Agreement.

2.22 **Inspection of BCP&P's Records by SBBC.** BCP&P shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All BCP&P's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of BCP&P directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to BCP&P's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to BCP&P pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide BCP&P reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to BCP&P's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by BCP&P to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any BCP&P's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by BCP&P in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by BCP&P. If the audit discloses billings or charges to which BCP&P is not contractually entitled, BCP&P shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, BCP&P shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by BCP&P to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to BCP&P pursuant to this Agreement and such excluded costs shall become the liability of BCP&P.

(g) Inspector General Audits. BCP&P shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.23 **Insurance Requirements.** BCP&P shall comply with the following insurance requirements throughout the term of this Agreement.

(a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Florida Statutes, Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability, Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies shall be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance shall be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC before any work commences to permit BCP&P time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(g) Required Conditions. Liability policies shall contain the following provisions. In addition, the following wording shall be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured;
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida; and
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. BCP&P is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

2.24 **Notice:** When any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director  
Atlantic Technical College  
4700 Coconut Creek Parkway  
Coconut Creek, Florida 33063

To BCP&P:

Business Manager  
Broward County Plumbers & Pipefitters Joint  
Apprenticeship Training Center Trust Fund Inc.  
2500 S. Andrews Avenue  
Fort Lauderdale, Florida 33316

2.25 **Background Screening.** BCP&P agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) shall have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening shall be conducted by SBBC in advance of the BCP&P or its personnel providing any services under the conditions described in the previous sentence. BCP&P shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to BCP&P and its personnel. The parties agree that the failure of BCP&P to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. BCP&P agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from BCP&P'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.26 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. BCP&P shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, BCP&P shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. BCP&P shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if BCP&P does not transfer the public records to SBBC. Upon completion of the Agreement, BCP&P shall transfer, at no cost, to SBBC all public records in possession of BCP&P or keep and maintain public records required by SBBC to perform the services required under the Agreement. If BCP&P transfers all public records to SBBC upon completion of the Agreement, BCP&P shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BCP&P keeps and maintains public records upon completion of the Agreement, BCP&P shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [REQUEL.BELL@BROWARDSCHOOLS.COM](mailto:REQUEL.BELL@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By BCP&P: BCP&P agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by BCP&P, its agents, servants or employees; the equipment of BCP&P, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of BCP&P or the negligence of BCP&P's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by BCP&P, SBBC or otherwise.

2.28 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.29 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.30 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one



another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters

contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** 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. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way ~~effect~~ affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and



**FOR BCP&P**

(Corporate Seal)

BROWARD COUNTY PLUMBERS &  
PIPEFITTERS JOINT APPRENTICESHIP  
TRAINING CENTER TRUST FUND INC.

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

-or-

By \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 10th day of  
April, 2021 by Raymond of

Name of Person

Broward County Plumbers & Pipefitters Joint Apprenticeship Training Center Trust Fund Inc., on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

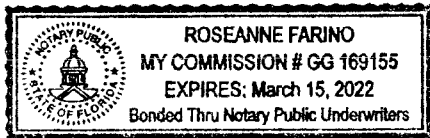
March 15, 2022

\_\_\_\_\_  
Signature – Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

(SEAL)



# APPRENTICESHIP AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(Hereinafter referred to as “SBBC”),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**UNITED ASSOCIATION LOCAL 821  
JOINT APPRENTICESHIP & TRAINING PROGRAM**  
(Hereinafter referred to as “FSF”),  
whose principal place of business is  
1975 Sansburys Way Suite 115  
West Palm Beach, Florida 33411-1928

**WHEREAS**, FSF is approved by the Department of Education to offer registered apprenticeship programs; and

**WHEREAS**, SBBC is desirous to offer educational apprenticeship programs from FSF; and

**WHEREAS**, FSF has indicated its intent to offer its apprenticeship programs, an educational service, through SBBC; and

**WHEREAS**, the apprenticeship program includes FSF providing service to SBBC students on an SBBC campus, as well as SBBC having field experience at a designated FSF location; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC’s purchase of educational services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2018** and conclude on **June 30, 2021**.

2.02 **Program Coordination/Supervision.** The responsibility for day-to-day coordination and supervision of this educational program shall be vested in FSF. FSF shall designate a person to act as liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, registered apprenticeship records.

2.03 **Program Instructors.** FSF shall recruit and employ instructors that shall meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor shall also meet all SBBC requirements for employment.

2.04 **SBBC Disclosure of Education Records.**

- (a) SBBC shall provide the documentation listed in 2.04(b), pursuant to student consent as listed in 2.04(c) for the purpose of FSF and FSF's support staff to register students, verify Full-time Equivalent (FTE) status for state funding, an Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and FOCUS to record attendance.
- (b) SBBC shall provide FSF and FSF's support staff with access to the SBBC's FOCUS database which contains the student's name, Florida Student Identification (FSI) number and dates of class(es) for attendance purposes. FSF's access to student information on FOCUS shall be limited to the students served pursuant to this Agreement. FSF and FSF's support staff shall be provided with a verification report 3 times per fiscal year for each class to verify FTE. An application packet which contains the following documents: Career Technical Adult & Community Education Workforce Education Registration Application, Conduct and Discipline Code for Adult Students, Student Grievance Procedure, and Authorization for Release and/or Request for information to FSF and FSF's support staff to be completed and signed by each student annually.
- (c) SBBC shall obtain consent from each student age 18 or older prior to disclosing education records to FSF and FSF's support staff. Consent form shall list the types of educational records to be disclosed, purpose(s) and recipient.

2.05 **FSF Confidentiality of Education Records.**

- (a) Notwithstanding any provision to the contrary within this Agreement, FSF shall:
- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
  - 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
  - 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
  - 4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
  - 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
  - 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
  - 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
  - 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
  - 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
  - 11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure shall be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
- (c) FSF shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Curriculum and Equipment.** FSF shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.07 **Registered Standards.** FSF shall furnish to SBBC a copy of each program's registered standards as required by the Department of Education for operation.

2.08 **Student Recruitment.** FSF shall be responsible for recruiting and assigning all students to SBBC instructional programs.

2.09 **Program Documentation.** FSF shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. FSF shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, FSF shall maintain the confidential nature of any student records.



2.10 **Student Work Assignments.** FSF shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.11 **On the Job Training Support.** SBBC shall provide FSF with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.12 **Monitoring Compliance.** SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

- A. The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the Employment Security of Federal Bureau of Apprenticeship Training if required.
- B. The classroom related instruction and OJT for apprentices are reported under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.
- C. The funding reported per student for OJT shall not exceed forty (40) hours per week, for a maximum of two thousand (2,000) hours per year.
- D. The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description as stated in the SBBC Apprenticeship Handbook.
- E. Supervised related classroom instruction, in a formal setting, shall be provided to each apprentice for not less than 144 hours per year, and has been approved by FSF and SBBC.
- F. FSF shall insure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.
- G. The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio shall be in accordance with the requirements as stated in the SBBC, Apprenticeship Handbook.
- H. FSF shall maintain all records that document coordination or related instruction with OJT for each apprentice.
- I. The administration of the program and the general welfare of the apprentices are the responsibility of FSF.

2.13 **Payments to FSF.** Payments to FSF shall be from funds generated through the Workforce Education Program as reported to the Department of Education. There shall be no additional financial impact to SBBC through this Agreement.

2.14 **Compensation Rate.** SBBC shall compensate FSF at the rate of \$0.95 per instructional hour for each registered apprentice. The maximum amount to be paid per registered student in a fiscal year (July 1 -- June 30) is as follows:

Related Classroom Training - \$0.95 per hour. FSF shall only be funded for the actual number of classroom training hours as specified in their apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

ON-THE-JOB TRAINING -\$0.95 per hour up to a maximum of \$2.00 (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

These funds shall be used to pay for instructors' salaries/benefits, program promotion; instructional materials and supplies, equipment, replacement and repair; other supervisory and administrative costs to include, but not limited to, lease expenses for classroom facilities and equipment, travel and mileage expenses, and expenses to attend conferences and professional meetings. FSF shall assure SBBC that all funds generated under this Agreement shall be maintained in a separate account, and that all expenditures shall be used to support the instructional programs that generated the funds. The financial compensation rate of this Agreement shall be reviewed and adjusted, if needed, on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent upon State funding.

2.15 **Financial Reports.** FSF shall provide a semi-annual budget/financial status report of program expenditures and balances to the Superintendent or designee. Reports are due January 31<sup>st</sup> – June 30th of each year. This report should reflect SBBC's allocation which is allocated for operational expenses as outlined in Section 2.14 above.

2.16 **Payments Schedule.** Payments to FSF shall be based upon funds generated by full-time equivalent students enrolled and counted in FSF's educational program. If, at any time during the term of this Agreement, the Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease shall be passed along to FSF on a pro-rata basis. SBBC shall make each payment to FSF by invoice received, three times per calendar year based on qualifying student enrollment in Survey 1, 2 and 3. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.17 **Funding Surveys.** FSF's full-time equivalent student membership shall be counted during the official survey periods (Survey 1, 2, and 3) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period of time.

2.18 **Collaboration.** Through their designated representatives, both parties shall collaborate in development of policies and operational procedures for the efficient management and operation of this program.

2.19 **Budget Limitations.** This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.20 **Property.** It is understood that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over \$1,000 in value shall be numbered and accounted for per School Board rules and regulations.

2.21 **Adherence to Florida Statutes.** Each party agrees that any amendments to existing Florida Statutes or to the Department of Education or Labor policies pertaining to apprenticeship which affect the subject matter of this Agreement and which come into effect after the signing of this Agreement shall be binding to all parties through the term of this Agreement.

2.22 **Inspection of FSF's Records by SBBC.** FSF shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All FSF's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of FSF directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to FSF's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to FSF pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide FSF reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to FSF's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by FSF to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any FSF's claims for payment.

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by FSF in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by FSF. If the audit discloses billings or charges to which FSF is not contractually entitled, FSF shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, FSF shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by FSF to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to FSF pursuant to this Agreement and such excluded costs shall become the liability of FSF.

(g) Inspector General Audits. FSF shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.23 **Insurance Requirements.** FSF shall comply with the following insurance requirements throughout the term of this Agreement.

(a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Florida Statutes, Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability, Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies shall be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance shall be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC before any work commences to permit FSF time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(g) Required Conditions. Liability policies shall contain the following provisions. In addition, the following wording shall be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured;
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida; and

3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. FSF is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

2.24 **Notice:** When any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director  
Atlantic Technical College  
4700 Coconut Creek Parkway  
Coconut Creek, Florida 33063

To FSF: Business Manager  
United Association Local 821 Joint Apprenticeship  
& Training Program  
1975 Sansburys Way, Suite 115  
West Palm Beach, Florida 33411-1928

2.25 **Background Screening.** FSF agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) shall have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening shall be conducted by SBBC in advance of the FSF or its personnel providing any services under the conditions described in the previous sentence. FSF shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the FSF and its personnel. The parties agree that the failure of FSF to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. FSF agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from FSF's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.26 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. FSF shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, FSF shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. FSF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if FSF does not transfer the public records to SBBC. Upon completion of the Agreement, FSF shall transfer, at no cost, to SBBC all public records in possession of FSF or keep and maintain public records required by SBBC to perform the services required under the Agreement. If FSF transfers all public records to SBBC upon completion of the Agreement, FSF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FSF keeps and maintains public records upon completion of the Agreement, FSF shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [REQUEL.BELL@BROWARDSCHOOLS.COM](mailto:REQUEL.BELL@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By FSF: FSF agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by FSF, its agents, servants or employees; the equipment of FSF, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of FSF or the negligence of FSF's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by FSF, SBBC or otherwise.

2.28 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.29 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.30 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional

cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** 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. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.



3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way ~~effect~~ affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. -  
kathelyn.jacques-adams@gbrowardschools.com  
Reason: United Association Local 821 Joint  
Apprenticeship & Training Program  
Date: 2018.05.24 19:17:45 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

**FOR VENDOR**

(Corporate Seal)

UNITED ASSOCIATION LOCAL 821  
JOINT APPRENTICESHIP & TRAINING  
PROGRAM

ATTEST:

By William Horsman

\_\_\_\_\_, Secretary

Print Name and Title William Horsman  
Business Manager

-or-  
[Signature]

Witness

[Signature]

Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

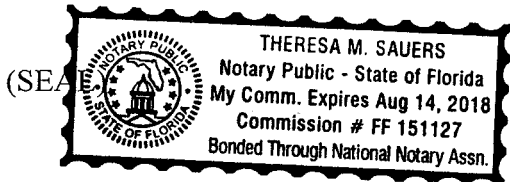
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2018 by William Horsman of UA Local 821, on behalf of the corporation/agency.

Name of Person  
Name of Corporation or Agency  
He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]  
Signature – Notary Public



Theresa M. Sauers  
Printed Name of Notary

FF 151127  
Notary's Commission No.

# APPRENTICESHIP AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between

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

(Hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**FLORIDA CARPENTERS TRAINING TRUST FUND**

(Hereinafter referred to as "FCTTF"),

whose principal place of business is

2840 NW 27<sup>th</sup> Avenue

Fort Lauderdale, Florida 33311

**WHEREAS**, FCTTF is approved by the Department of Education to offer registered apprenticeship programs; and

**WHEREAS**, SBBC is desirous to offer educational apprenticeship programs from FCTTF; and

**WHEREAS**, FCTTF has indicated its intent to offer its apprenticeship programs, an educational service, through SBBC; and

**WHEREAS**, the apprenticeship program includes FCTTF providing service to SBBC students on an SBBC campus, as well as SBBC having field experience at a designated FCTTF location; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC's purchase of educational services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2018** and conclude on **June 30, 2021**.

2.02 **Program Coordination/Supervision.** The responsibility for day-to-day coordination and supervision of this educational program shall be vested in FCTTF. FCTTF shall designate a person to act as liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, registered apprenticeship records.

2.03 **Program Instructors.** FCTTF shall recruit and employ instructors that shall meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor shall also meet all SBBC requirements for employment.

2.04 **SBBC Disclosure of Education Records.**

- (a) SBBC shall provide the documentation listed in 2.04(b), pursuant to student consent as listed in 2.04(c) for the purpose of FCTTF and FCTTF's support staff to register students, verify Full-time Equivalent (FTE) status for state funding, an Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and FOCUS to record attendance.
- (b) SBBC shall provide FCTTF and FCTTF's support staff with access to the SBBC's FOCUS database which contains the student's name, Florida Student Identification (FSI) number and dates of class(es) for attendance purposes. FCTTF's access to student information on FOCUS shall be limited to the students served pursuant to this Agreement. FCTTF and FCTTF's support staff shall be provided with a verification report 3 times per fiscal year for each class to verify FTE. An application packet which contains the following documents: Career Technical Adult & Community Education Workforce Education Registration Application, Conduct and Discipline Code for Adult Students, Student Grievance Procedure, and Authorization for Release and/or Request for information to FCTTF and FCTTF's support staff to be completed and signed by each student annually.
- (c) SBBC shall obtain consent from each student age 18 or older prior to disclosing education records to FCTTF and FCTTF's support staff. Consent form shall list the types of educational records to be disclosed, purpose(s) and recipient.

2.05 **FCTTF Confidentiality of Education Records.**

- (a) Notwithstanding any provision to the contrary within this Agreement, FCTTF shall:
- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
  - 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
  - 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
  - 4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
  - 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
  - 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
  - 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
  - 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
  - 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
  - 11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure shall be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
- (c) FCTTF shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Curriculum and Equipment.** FCTTF shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.07 **Registered Standards.** FCTTF shall furnish to SBBC a copy of each program's registered standards as required by the Department of Education for operation.

2.08 **Student Recruitment.** FCTTF shall be responsible for recruiting and assigning all students to SBBC instructional programs.

2.09 **Program Documentation.** FCTTF shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. FCTTF shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, FCTTF shall maintain the confidential nature of any student records.

2.10 **Student Work Assignments.** FCTTF shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.11 **On the Job Training Support.** SBBC shall provide FCTTF with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.12 **Monitoring Compliance.** SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

- A. The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the Employment Security of Federal Bureau of Apprenticeship Training if required.
- B. The classroom related instruction and OJT for apprentices are reported under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.
- C. The funding reported per student for OJT shall not exceed forty ( 40) hours per week, for a maximum of two thousand (2,000) hours per year.
- D. The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description as stated in the SBBC Apprenticeship Handbook.
- E. Supervised related classroom instruction, in a formal setting, shall be provided to each apprentice for not less than 144 hours per year, and has been approved by FCTTF and SBBC.
- F. FCTTF shall insure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.
- G. The ratio or each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services lo the apprentices. This ratio shall be in accordance with the requirements as slated in the SBBC, Apprenticeship Handbook.
- H. FCTTF shall maintain all records that document coordination or related instruction with on-the-job training for each apprentice.
- I. The administration of the program and the general welfare of the apprentices are the responsibility of FCTTF.



2.13 **Payments to FCTTF.** Payments to FCTTF shall be from funds generated through the Workforce Education Program as reported to the Department of Education. There shall be no additional financial impact to SBBC through this Agreement.

2.14 **Compensation Rate.** SBBC shall compensate FCTTF at the rate of \$0.95 per instructional hour for each registered apprentice. The maximum amount to be paid per registered student in a fiscal year (July 1 -- June 30) is as follows:

Related Classroom Training - \$0.95 per hour. FCTTF shall only be funded for the actual number of classroom training hours as specified in their apprenticeship standards. (This option is only available to Agencies having their own classroom/lab facilities.)

ON-THE-JOB TRAINING -\$0.95 per hour up to a maximum of \$2.00 (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

These funds shall be used to pay for instructors' salaries/benefits, program promotion; instructional materials and supplies, equipment, replacement and repair; other supervisory and administrative costs to include, but not limited to, lease expenses for classroom facilities and equipment, travel and mileage expenses, and expenses to attend conferences and professional meetings. FCTTF shall assure SBBC that all funds generated under this Agreement shall be maintained in a separate account, and that all expenditures shall be used to support the instructional programs that generated the funds. The financial compensation rate of this Agreement shall be reviewed and adjusted, if needed, on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent upon State funding.

2.15 **Financial Reports.** FCTTF shall provide a semi-annual budget/financial status report of program expenditures and balances to the Superintendent or designee. Reports are due January 31<sup>st</sup> – June 30<sup>th</sup> of each year. This report should reflect SBBC's allocation which is allocated for operational expenses as outlined in number 2.14 above.

2.16 **Payments Schedule.** Payments to FCTTF shall be based upon funds generated by full-time equivalent students enrolled and counted in FCTTF's educational program. If, at any time during the term of this Agreement, the Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease shall be passed along to FCTTF on a pro-rata basis. SBBC shall make each payment to FCTTF by invoice received, three times per calendar year based on qualifying student enrollment in Survey 1, 2 and 3. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.17 **Funding Surveys.** FCTTF's full-time equivalent student membership shall be counted during the official survey periods (Survey 1, 2, and 3) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period of time.

2.18 **Collaboration**. Through their designated representatives, both parties shall collaborate in development of policies and operational procedures for the efficient management and operation of this program.

2.19 **Budget Limitations**. This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.20 **Property**. It is understood that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over \$1,000 in value shall be numbered and accounted for per School Board rules and regulations.

2.21 **Adherence to Florida Statutes**. Each party agrees that any amendments to existing Florida Statutes or to the Department of Education or Labor policies pertaining to apprenticeship which affect the subject matter of this Agreement and which come into effect after the signing of this Agreement shall be binding to all parties through the term of this Agreement.

2.22 **Inspection of FCTTF's Records by SBBC**. FCTTF shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All FCTTF's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of FCTTF directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect**. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to FCTTF's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to FCTTF pursuant to this Agreement.

(b) **Notice of Inspection**. SBBC's agent or its authorized representative shall provide FCTTF reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions**. SBBC's agent or its authorized representative shall have access to FCTTF's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection**. Failure by FCTTF to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any FCTTF's claims for payment.

(e) **Overcharges and Unauthorized Charges**. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by FCTTF in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be

paid by FCTTF. If the audit discloses billings or charges to which FCTTF is not contractually entitled, FCTTF shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, FCTTF shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by FCTTF to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to FCTTF pursuant to this Agreement and such excluded costs shall become the liability of FCTTF.

(g) Inspector General Audits. FCTTF shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.23 **Insurance Requirements.** FCTTF shall comply with the following insurance requirements throughout the term of this Agreement.

(a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Florida Statutes, Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability, Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies shall be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance shall be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC before any work commences to permit FCTTF time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(g) Required Conditions. Liability policies shall contain the following provisions. In addition, the following wording shall be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured;
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida; and
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. FCTTF is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

2.24 **Notice:** When any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director  
Atlantic Technical College  
4700 Coconut Creek Parkway  
Coconut Creek, Florida 33063

To FCTTF: Business Manager  
The Florida Carpenters Training Trust Fund  
2840 NW 27<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33311

2.25 **Background Screening.** FCTTF agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) shall have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening shall be conducted by SBBC in advance of FCTTF or its personnel providing any services under the conditions described in the previous sentence. FCTTF shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the FCTTF and its personnel. The parties agree that the failure of FCTTF to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. FCTTF agrees to indemnify and hold harmless SBBC, its officers

and employees from any liability in the form of physical or mental injury, death or property damage resulting from FCTTF's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.26 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. FCTTF shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, FCTTF shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. FCTTF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if FCTTF does not transfer the public records to SBBC. Upon completion of the Agreement, FCTTF shall transfer, at no cost, to SBBC all public records in possession of FCTTF or keep and maintain public records required by SBBC to perform the services required under the Agreement. If FCTTF transfers all public records to SBBC upon completion of the Agreement, FCTTF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FCTTF keeps and maintains public records upon completion of the Agreement, FCTTF shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [REQUEL.BELL@BROWARDSCHOOLS.COM](mailto:REQUEL.BELL@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By FCTTF: FCTTF agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by FCTTF, its agents, servants or employees; the equipment of FCTTF, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of FCTTF or the negligence of FCTTF's agents when acting within the scope of

their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by FCTTF, SBBC or otherwise.

2.28 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.29 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.30 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party

(30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. 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. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way ~~effect~~ affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.



3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*Kathelyn Jacques-Adams*

Digitally signed by Kathelyn Jacques-Adams,  
Esq. - kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: Florida Carpenters Training Trust Fund  
Date: 2018.05.23 21:09:11 -0400

\_\_\_\_\_  
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

**FOR FCTTF**

(Corporate Seal)

THE FLORIDA CARPENTERS TRAINING TRUST FUND

ATTEST:

By Jimmie Jordan Jr.

Print Name and Title: Jimmie Jordan Jr.  
State Director

\_\_\_\_\_  
Secretary

-or-  
[Signature]

Witness

[Signature]  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 1st day of May, 2018 by Jimmie Jordan Jr. of

Florida Carpenters Training Trust Fund, on behalf of the corporation/agency.  
Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath. Type of Identification

My Commission Expires:



Karen Hewitt  
Commission # GG033404  
Expires: Jan. 17, 2022  
Bonded thru Aaron Notary

Karen Hewitt  
Signature - Notary Public

Karen Hewitt  
Printed Name of Notary

GG033404  
Notary's Commission No.

# APPRENTICESHIP AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between

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

(Hereinafter referred to as “SBBC”),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**FLORIDA EAST COAST ELECTRICAL JATC**

(Hereinafter referred to as “FLAE”),

whose principal place of business is

201 SE 24<sup>th</sup> Street

Fort Lauderdale, Florida 33316

**WHEREAS**, FLAE is approved by the Department of Education to offer registered apprenticeship programs; and

**WHEREAS**, SBBC is desirous to offer educational apprenticeship programs from FLAE; and

**WHEREAS**, FLAE has indicated its intent to offer its apprenticeship programs, an educational service, through SBBC; and

**WHEREAS**, the apprenticeship program includes FLAE providing service to SBBC students on an SBBC campus, as well as SBBC having field experience at a designated FLAE location; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC’s purchase of educational services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2018** and conclude on **June 30, 2021**.

2.02 **Program Coordination/Supervision.** The responsibility for day-to-day coordination and supervision of this educational program shall be vested in FLAE. FLAE shall designate a person to act as liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, registered apprenticeship records.

2.03 **Program Instructors.** FLAE shall recruit and employ instructors that shall meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor shall also meet all SBBC requirements for employment.

2.04 **SBBC Disclosure of Education Records.**

- (a) SBBC shall provide the documentation listed in 2.04(b), pursuant to student consent as listed in 2.04(c) for the purpose of FLAE and FLAE's support staff to register students, verify Full-time Equivalent (FTE) status for state funding, an Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and FOCUS to record attendance.
- (b) SBBC shall provide FLAE and FLAE's support staff with access to the SBBC's FOCUS database which contains the student's name, Florida Student Identification (FSI) number and dates of class(es) for attendance purposes. FLAE's access to student information on FOCUS shall be limited to the students served pursuant to this Agreement. FLAE and FLAE's support staff shall be provided with a verification report 3 times per fiscal year for each class to verify FTE. An application packet which contains the following documents: Career Technical Adult & Community Education Workforce Education Registration Application, Conduct and Discipline Code for Adult Students, Student Grievance Procedure, and Authorization for Release and/or Request for information to FLAE and FLAE's support staff to be completed and signed by each student annually.
- (c) SBBC shall obtain consent from each student age 18 or older prior to disclosing education records to FLAE and FLAE's support staff. Consent form shall list the types of educational records to be disclosed, purpose(s) and recipient.

2.05 **FLAE Confidentiality of Education Records.**

- (a) Notwithstanding any provision to the contrary within this Agreement, FLAE shall:
- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
  - 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
  - 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
  - 4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
  - 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
  - 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
  - 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
  - 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
  - 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
  - 11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure shall be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
- (c) FLAE shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Curriculum and Equipment.** FLAE shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.07 **Registered Standards.** FLAE shall furnish to SBBC a copy of each program's registered standards as required by the Department of Education for operation.

2.08 **Student Recruitment.** FLAE shall be responsible for recruiting and assigning all students to SBBC instructional programs.

2.09 **Program Documentation.** FLAE shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. FLAE shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, FLAE shall maintain the confidential nature of any student records.

2.10 **Student Work Assignments.** FLAE shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.11 **On the Job Training Support.** SBBC shall provide FLAE with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.12 **Monitoring Compliance.** SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

- A. The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the Employment Security of Federal Bureau of Apprenticeship Training if required.
- B. The classroom related instruction and OJT for apprentices are reported under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.
- C. The funding reported per student for OJT shall not exceed forty ( 40) hours per week, for a maximum of two thousand (2,000) hours per year.
- D. The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description as stated in the SBBC Apprenticeship Handbook.
- E. Supervised related classroom instruction, in a formal setting, shall be provided to each apprentice for not less than 144 hours per year, and has been approved by FLAE and SBBC.
- F. FLAE shall insure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.
- G. The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio shall be in accordance with the requirements as stated in the SBBC, Apprenticeship Handbook.
- H. FLAE shall maintain all records that document coordination or related instruction with on-the-job training for each apprentice.
- I. The administration of the program and the general welfare of the apprentices are the responsibility of FLAE.

2.13 **Payments to FLAE.** Payments to FLAE shall be from funds generated through the Workforce Education Program as reported to the Department of Education. There shall be no additional financial impact to SBBC through this Agreement.

2.14 **Compensation Rate.** SBBC shall compensate FLAE at the rate of \$0.95 per instructional hour for each registered apprentice. The maximum amount to be paid per registered student in a fiscal year (July 1 -- June 30) is as follows:

Related Classroom Training - \$0.95 per hour. FLAE shall only be funded for the actual number of classroom training hours as specified in their apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

ON-THE-JOB TRAINING -\$0.95 per hour up to a maximum of \$2.00 (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

These funds shall be used to pay for instructors' salaries/benefits, program promotion; instructional materials and supplies, equipment, replacement and repair; other supervisory and administrative costs to include, but not limited to, lease expenses for classroom facilities and equipment, travel and mileage expenses, and expenses to attend conferences and professional meetings. FLAE shall assure SBBC that all funds generated under this Agreement shall be maintained in a separate account, and that all expenditures shall be used to support the instructional programs that generated the funds. The financial compensation rate of this Agreement shall be reviewed and adjusted, if needed, on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent upon State funding.

2.15 **Financial Reports.** FLAE shall provide a semi-annual budget/financial status report of program expenditures and balances to the Superintendent or designee. Reports are due January 31<sup>st</sup> -- June 30th of each year. This report should reflect SBBC's allocation which is allocated for operational expenses as outlined in number 2.14 above.

2.16 **Payments Schedule.** Payments to FLAE shall be based upon funds generated by full-time equivalent students enrolled and counted in FLAE's educational program. It, at any time during the term of this Agreement, the Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease shall be passed along to FLAE on a pro-rata basis. SBBC shall make each payment to FLAE by invoice received, three times per calendar year based on qualifying student enrollment in Survey 1, 2 and 3. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.17 **Funding Surveys.** FLAE's full-time equivalent student membership shall be counted during the official survey periods (Survey 1, 2, and 3) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period of time.

2.18 **Collaboration.** Through their designated representatives, both parties shall collaborate in development of policies and operational procedures for the efficient management and operation of this program.



2.19 **Budget Limitations.** This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.20 **Property.** It is understood that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over \$1,000 in value shall be numbered and accounted for per School Board rules and regulations.

2.21 **Adherence to Florida Statutes.** Each party agrees that any amendments to existing Florida Statutes or to the Department of Education or Labor policies pertaining to apprenticeship which affect the subject matter of this Agreement and which come into effect after the signing of this Agreement shall be binding to all parties through the term of this Agreement.

2.22 **Inspection of FLAE's Records by SBBC.** FLAE shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All FLAE's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of FLAE directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to FLAE's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to FLAE pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide FLAE reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to FLAE's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by FLAE to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any FLAE's claims for payment.

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by FLAE in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by FLAE. If the audit discloses billings or charges to which FLAE is not contractually entitled, FLAE shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, FLAE shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by FLAE to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to FLAE pursuant to this Agreement and such excluded costs shall become the liability of FLAE.

(g) Inspector General Audits. FLAE shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.23 **Insurance Requirements.** FLAE shall comply with the following insurance requirements throughout the term of this Agreement.

(a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Florida Statutes, Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability, Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies shall be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance shall be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC before any work commences to permit FLAE time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(g) Required Conditions. Liability policies shall contain the following provisions. In addition, the following wording shall be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured;
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida; and

3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. FLAE is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

2.24 **Notice:** When any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director  
Atlantic Technical College  
4700 Coconut Creek Parkway  
Coconut Creek, Florida 33063

To FLAE: Business Manager  
Florida East Coast Electrical JATC  
201 SE 24<sup>th</sup> Street  
Fort Lauderdale, Florida 33316

2.25 **Background Screening.** FLAE agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) shall have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening shall be conducted by SBBC in advance of the FLAE or its personnel providing any services under the conditions described in the previous sentence. FLAE shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the FLAE and its personnel. The parties agree that the failure of FLAE to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. FLAE agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from FLAE's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.26 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. FLAE shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, FLAE shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. FLAE shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if FLAE does not transfer the public records to SBBC. Upon completion of the Agreement, FLAE shall transfer, at no cost, to SBBC all public records in possession of FLAE or keep and maintain public records required by SBBC to perform the services required under the Agreement. If FLAE transfers all public records to SBBC upon completion of the Agreement, FLAE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FLAE keeps and maintains public records upon completion of the Agreement, FLAE shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By FLAE: FLAE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by FLAE, its agents, servants or employees; the equipment of FLAE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of FLAE or the negligence of FLAE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by FLAE, SBBC or otherwise.

2.28 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.29 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.30 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period,

this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** 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. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)

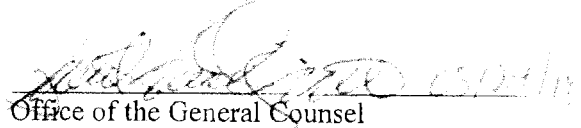
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]**



**FOR FLAE**

(Corporate Seal)

FLORIDA EAST COAST ELECTRICAL  
JATC

ATTEST:

[Signature]  
\_\_\_\_\_, Secretary

By [Signature]

Print Name and Title: [Signature]

-OR-

[Signature]  
\_\_\_\_\_  
Witness

[Signature]  
\_\_\_\_\_  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Howard

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of  
April, 2020 by [Signature] of  
\_\_\_\_\_  
Name of Person  
Florida East Coast Electrical JATC, on behalf of the corporation/agency.  
Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires:

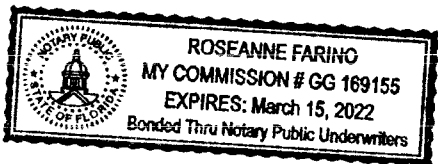
[Signature]

[Signature]  
\_\_\_\_\_  
Signature – Notary Public

[Signature]  
\_\_\_\_\_  
Printed Name of Notary

(SEAL)

[Signature]  
\_\_\_\_\_  
Notary's Commission No.



# APPRENTICESHIP AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between

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

(Hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**FLORIDA TRAINING SERVICES, INC.**

(Hereinafter referred to as "FTS"),

whose principal place of business is

8011 Monetary Drive, B-1

Riviera Beach, Florida 33404

**WHEREAS**, FTS is approved by the Department of Education to offer registered apprenticeship programs; and

**WHEREAS**, SBBC is desirous to offer educational apprenticeship programs from FTS; and

**WHEREAS**, FTS has indicated its intent to offer its apprenticeship programs, an educational service, through SBBC; and

**WHEREAS**, the apprenticeship program includes FTS providing service to SBBC students on an SBBC campus, as well as SBBC having field experience at a designated FTS location; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC's purchase of educational services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2018** and conclude on **June 30, 2021**.

2.02 **Program Coordination/Supervision.** The responsibility for day-to-day coordination and supervision of this educational program shall be vested in FTS. FTS shall designate a person to act as liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, registered apprenticeship records.

2.03 **Program Instructors.** FTS shall recruit and employ instructors that shall meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor shall also meet all SBBC requirements for employment.

2.04 **SBBC Disclosure of Education Records.**

- (a) SBBC shall provide the documentation listed in 2.04(b), pursuant to student consent as listed in 2.04(c) for the purpose of FTS and FTS's support staff to register students, verify Full-time Equivalent (FTE) status for state funding, an Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and FOCUS to record attendance.
- (b) SBBC shall provide FTS and FTS's support staff with access to the SBBC's FOCUS database which contains the student's name, Florida Student Identification (FSI) number and dates of class(es) for attendance purposes. FTS's access to student information on FOCUS shall be limited to the students served pursuant to this Agreement. FTS and FTS's support staff shall be provided with a verification report 3 times per fiscal year for each class to verify FTE. An application packet which contains the following documents: Career Technical Adult & Community Education Workforce Education Registration Application, Conduct and Discipline Code for Adult Students, Student Grievance Procedure, and Authorization for Release and/or Request for information to FTS and FTS's support staff to be completed and signed by each student annually.
- (c) SBBC shall obtain consent from each student age 18 or older prior to disclosing education records to FTS and FTS's support staff. Consent form shall list the types of educational records to be disclosed, purpose(s) and recipient.

2.05 **FTS Confidentiality of Education Records.**

- (a) Notwithstanding any provision to the contrary within this Agreement, FTS shall:
- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
  - 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
  - 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
  - 4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
  - 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
  - 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
  - 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
  - 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
  - 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
  - 11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure shall be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
- (c) FTS shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Curriculum and Equipment.** FTS shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.07 **Registered Standards.** FTS shall furnish to SBBC a copy of each program's registered standards as required by the Department of Education for operation.

2.08 **Student Recruitment.** FTS shall be responsible for recruiting and assigning all students to SBBC instructional programs.

2.09 **Program Documentation.** FTS shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. FTS shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, FTS shall maintain the confidential nature of any student records.

2.10 **Student Work Assignments.** FTS shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.11 **On the Job Training Support.** SBBC shall provide FTS with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.12 **Monitoring Compliance.** SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

- A. The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the Employment Security of Federal Bureau of Apprenticeship Training if required.
- B. The classroom related instruction and OJT for apprentices are reported under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.
- C. The funding reported per student for OJT shall not exceed forty ( 40) hours per week, for a maximum of two thousand (2,000) hours per year.
- D. The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description as stated in the SBBC Apprenticeship Handbook.
- E. Supervised related classroom instruction, in a formal setting, shall be provided to each apprentice for not less than 144 hours per year, and has been approved by FTS and SBBC.
- F. FTS shall insure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.
- G. The ratio or each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio shall be in accordance with the requirements as slated in the SBBC, Apprenticeship Handbook.
- H. FTS shall maintain all records that document coordination or related instruction with on-the-job training for each apprentice.
- I. The administration of the program and the general welfare of the apprentices are the responsibility of FTS.

2.13 **Payments to FTS.** Payments to FTS shall be from funds generated through the Workforce Education Program as reported to the Department of Education. There shall be no additional financial impact to SBBC through this Agreement.

2.14 **Compensation Rate.** SBBC shall compensate FTS at the rate of \$0.95 per instructional hour for each registered apprentice. The maximum amount to be paid per registered student in a fiscal year (July 1 -- June 30) is as follows:

Related Classroom Training - \$0.95 per hour. FTS shall only be funded for the actual number of classroom training hours as specified in their apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

ON-THE-JOB TRAINING -\$0.95 per hour up to a maximum of \$2.00 (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

These funds shall be used to pay for instructors' salaries/benefits, program promotion; instructional materials and supplies, equipment, replacement and repair; other supervisory and administrative costs to include, but not limited to, lease expenses for classroom facilities and equipment, travel and mileage expenses, and expenses to attend conferences and professional meetings. FTS shall assure SBBC that all funds generated under this Agreement shall be maintained in a separate account, and that all expenditures shall be used to support the instructional programs that generated the funds. The financial compensation rate of this Agreement shall be reviewed and adjusted, if needed, on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent upon State funding.

2.15 **Financial Reports.** FTS shall provide a semi-annual budget/financial status report of program expenditures and balances to the Superintendent or designee. Reports are due January 31<sup>st</sup> – June 30<sup>th</sup> of each year. This report should reflect SBBC's allocation which is allocated for operational expenses as outlined in number 2.14 above.

2.16 **Payments Schedule.** Payments to FTS shall be based upon funds generated by full-time equivalent students enrolled and counted in FTS's educational program. It, at any time during the term of this Agreement, the Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease shall be passed along to FTS on a pro-rata basis. SBBC shall make each payment to FTS by invoice received, three times per calendar year based on qualifying student enrollment in Survey 1, 2 and 3. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.17 **Funding Surveys.** FTS's full-time equivalent student membership shall be counted during the official survey periods (Survey 1, 2, and 3) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period of time.

2.18 **Collaboration**. Through their designated representatives, both parties shall collaborate in development of policies and operational procedures for the efficient management and operation of this program.

2.19 **Budget Limitations**. This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.20 **Property**. It is understood that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over \$1,000 in value shall be numbered and accounted for per School Board rules and regulations.

2.21 **Adherence to Florida Statutes**. Each party agrees that any amendments to existing Florida Statutes or to the Department of Education or Labor policies pertaining to apprenticeship which affect the subject matter of this Agreement and which come into effect after the signing of this Agreement shall be binding to all parties through the term of this Agreement.

2.22 **Inspection of FTS's Records by SBBC**. FTS shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All FTS's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of FTS directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect**. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to FTS's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to FTS pursuant to this Agreement.

(b) **Notice of Inspection**. SBBC's agent or its authorized representative shall provide FTS reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions**. SBBC's agent or its authorized representative shall have access to FTS's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection**. Failure by FTS to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any FTS's claims for payment.

(e) **Overcharges and Unauthorized Charges**. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by FTS in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by FTS. If the audit discloses billings or charges to which FTS is not contractually entitled,



FTS shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, FTS shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by FTS to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to FTS pursuant to this Agreement and such excluded costs shall become the liability of FTS.

(g) Inspector General Audits. FTS shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

**2.23 Insurance Requirements.** FTS shall comply with the following insurance requirements throughout the term of this Agreement.

(a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Florida Statutes. Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability, Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies shall be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance shall be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC before any work commences to permit FTS time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(g) Required Conditions. Liability policies shall contain the following provisions. In addition, the following wording shall be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured;

2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida; and
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. FTS is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

2.24 **Notice:** When any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director  
Atlantic Technical College  
4700 Coconut Creek Parkway  
Coconut Creek, Florida 33063

To FTS: Business Manager  
Florida Training Services, Inc.  
8011 Monetary Drive B-1  
Rivera Beach, Florida 33404

2.25 **Background Screening.** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) shall have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening shall be conducted by SBBC in advance of the FTS or its personnel providing any services under the conditions described in the previous sentence. FTS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FTS and its personnel. The parties agree that the failure of FTS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. FTS agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from

FTS'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.26 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. FTS shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, FTS shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. FTS shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if FTS does not transfer the public records to SBBC. Upon completion of the Agreement, FTS shall transfer, at no cost, to SBBC all public records in possession of FTS or keep and maintain public records required by SBBC to perform the services required under the Agreement. If FTS transfers all public records to SBBC upon completion of the Agreement, FTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FTS keeps and maintains public records upon completion of the Agreement, FTS shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [REQUEL.BELL@BROWARDSCHOOLS.COM](mailto:REQUEL.BELL@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By FTS: FTS agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by FTS, its agents, servants or employees; the equipment of FTS, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of FTS or the negligence of FTS's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to

property including SBBC's property, and injury or death of any person whether employed by FTS, SBBC or otherwise.

2.28 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.29 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.30 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** 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. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way ~~effect~~ affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]**

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*Kathelyn Jacques-Adams*

Digitally signed by Kathelyn Jacques-Adams,  
Esq. - kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: Florida Training Services, Inc.  
Date: 2018.05.17 10:09:47 -04'00'

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]**



**FOR FTS**

(Corporate Seal)

FLORIDA TRAINING SERVICES, INC.

ATTEST:

By Jeff McGinley

Print Name and Title: Jeff McGinley  
President

\_\_\_\_\_, Secretary

-or-

Carol Murphy

Witness

Suma Beene

Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of April, 2018 by Jeff McGinley of

Name of Person

Florida Training Services, Inc., on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. Type of Identification

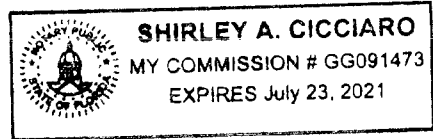
My Commission Expires:

Shirley A. Cicciaro  
Signature - Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.



# APPRENTICESHIP AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between

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

(Hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**MASONRY ASSOCIATION OF FLORIDA, INC.**

(Hereinafter referred to as "MAOF"),

whose principal place of business is

6353 Lee Vista Blvd.

Orlando, Florida 32822

**WHEREAS**, MAOF is approved by the Department of Education to offer registered apprenticeship programs; and

**WHEREAS**, SBBC is desirous to offer educational apprenticeship programs from MAOF; and

**WHEREAS**, MAOF has indicated its intent to offer its apprenticeship programs, an educational service, through SBBC; and

**WHEREAS**, the apprenticeship program includes MAOF providing service to SBBC students on an SBBC campus, as well as SBBC having field experience at a designated MAOF location; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, II, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC's purchase of educational services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1 – RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2018** and conclude on **June 30, 2021**.

2.02 **Program Coordination/Supervision.** The responsibility for day-to-day coordination and supervision of this educational program shall be vested in MAOF. MAOF shall designate a person to act as liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, registered apprenticeship records.

2.03 **Program Instructors.** MAOF shall recruit and employ instructors that shall meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor shall also meet all SBBC requirements for employment.

### 2.04 **SBBC Disclosure of Education Records.**

- (a) SBBC shall provide the documentation listed in 2.04(b), pursuant to student consent as listed in 2.04(c) for the purpose of MAOF and MAOF's support staff to register students, verify Full-time Equivalent (FTE) status for state funding, an Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and FOCUS to record attendance.
- (b) SBBC shall provide MAOF and MAOF's support staff with access to the SBBC's FOCUS database which contains the student's name, Florida Student Identification (FSI) number and dates of class(es) for attendance purposes. MAOF's access to student information on FOCUS shall be limited to the students served pursuant to this Agreement. MAOF and MAOF's support staff shall be provided with a verification report 3 times per fiscal year for each class to verify FTE. An application packet which contains the following documents: Career Technical Adult & Community Education Workforce Education Registration Application, Conduct and Discipline Code for Adult Students, Student Grievance Procedure, and Authorization for Release and/or Request for information to MAOF and MAOF's support staff to be completed and signed by each student annually.
- (c) SBBC shall obtain consent from each student age 18 or older prior to disclosing education records to MAOF and MAOF's support staff. Consent form shall list the types of educational records to be disclosed, purpose(s) and recipient.

### 2.05 **MAOF Confidentiality of Education Records.**

- (a) Notwithstanding any provision to the contrary within this Agreement, MAOF shall:

- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- 4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
- 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to

assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

- 11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure shall be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
  - (c) MAOF shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Curriculum and Equipment.** MAOF shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.07 **Registered Standards.** MAOF shall furnish to SBBC a copy of each program's registered standards as required by the Department of Education for operation.

2.08 **Student Recruitment.** MAOF shall be responsible for recruiting and assigning all students to SBBC instructional programs.

2.09 **Program Documentation.** MAOF shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. MAOF shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, MAOF shall maintain the confidential nature of any student records.

2.10 **Student Work Assignments.** MAOF shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.11 **On the Job Training Support.** SBBC shall provide MAOF with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.12 **Monitoring Compliance.** SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

- A. The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the Employment Security of Federal Bureau of Apprenticeship Training if required.
- B. The classroom related instruction and OJT for apprentices are reported under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.
- C. The funding reported per student for OJT shall not exceed forty ( 40) hours per week, for a maximum of two thousand (2,000) hours per year.
- D. The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description as stated in the SBBC Apprenticeship Handbook.
- E. Supervised related classroom instruction, in a formal setting, shall be provided to each apprentice for not less than 144 hours per year, and has been approved by MAOF and SBBC.
- F. MAOF shall insure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.
- G. The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio shall be in accordance with the requirements as stated in the SBBC Apprenticeship Handbook.
- H. MAOF shall maintain all records that document coordination or related instruction with on-the-job training for each apprentice.
- I. The administration of the program and the general welfare of the apprentices are the responsibility of MAOF.

2.13 **Payments to MAOF.** Payments to MAOF shall be from funds generated through the Workforce Education Program as reported to the Department of Education. There shall be no additional financial impact to SBBC through this Agreement.

2.14 **Compensation Rate.** SBBC shall compensate MAOF at the rate of \$0.95 per instructional hour for each registered apprentice. The maximum amount to be paid per registered student in a fiscal year (July 1 -- June 30) is as follows:

Related Classroom Training - \$0.95 per hour. MAOF shall only be funded for the actual number of classroom training hours as specified in their apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

ON-THE-JOB TRAINING -\$0.95 per hour up to a maximum of \$2.00 (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

These funds shall be used to pay for instructors' salaries/benefits, program promotion; instructional materials and supplies, equipment, replacement and repair; other supervisory and administrative costs to include, but not limited to, lease expenses for classroom facilities and equipment, travel and mileage expenses, and expenses to attend conferences and professional meetings. MAOF shall assure SBBC that all funds generated under this Agreement shall be maintained in a separate account, and that all expenditures shall be used to support the instructional programs that generated the funds. The financial compensation rate of this Agreement shall be reviewed and adjusted, if needed, on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent upon State funding.

2.15 **Financial Reports.** MAOF shall provide a semi-annual budget/financial status report of program expenditures and balances to the Superintendent or designee. Reports are due January 31<sup>st</sup> – June 30<sup>th</sup> of each year. This report should reflect SBBC's allocation which is allocated for operational expenses as outlined in number 2.14 above.

2.16 **Payments Schedule.** Payments to MAOF shall be based upon funds generated by full-time equivalent students enrolled and counted in MAOF's educational program. It, at any time during the term of this Agreement, the Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease shall be passed along to MAOF on a pro-rata basis. SBBC shall make each payment to MAOF by invoice received, three times per calendar year based on qualifying student enrollment in Survey 1, 2 and 3. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.17 **Funding Surveys.** MAOF's full-time equivalent student membership shall be counted during the official survey periods (Survey 1, 2, and 3) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period of time.

2.18 **Collaboration.** Through their designated representatives, both parties shall collaborate in development of policies and operational procedures for the efficient management and operation of this program.

2.19 **Budget Limitations.** This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.20 **Property**. It is understood that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over \$1,000 in value shall be numbered and accounted for per School Board rules and regulations.

2.21 **Adherence to Florida Statutes**. Each party agrees that any amendments to existing Florida Statutes or to the Department of Education or Labor policies pertaining to apprenticeship which affect the subject matter of this Agreement and which come into effect after the signing of this Agreement shall be binding to all parties through the term of this Agreement.

2.22 **Inspection of MAOF's Records by SBBC**. MAOF shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All MAOF's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of MAOF directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect**. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to MAOF's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to MAOF pursuant to this Agreement.

(b) **Notice of Inspection**. SBBC's agent or its authorized representative shall provide MAOF reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions**. SBBC's agent or its authorized representative shall have access to MAOF's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection**. Failure by MAOF to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any MAOF's claims for payment.

(e) **Overcharges and Unauthorized Charges**. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by MAOF in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by MAOF. If the audit discloses billings or charges to which MAOF is not contractually entitled, MAOF shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) **Inspection of Subcontractor's Records**. If applicable, MAOF shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this



section by insertion of such requirements in any written subcontract. Failure by MAOF to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to MAOF pursuant to this Agreement and such excluded costs shall become the liability of MAOF.

(g) Inspector General Audits. MAOF shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.23 **Insurance Requirements.** MAOF shall comply with the following insurance requirements throughout the term of this Agreement.

(a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Florida Statutes. Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability, Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies shall be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance shall be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC before any work commences to permit MAOF time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(g) Required Conditions. Liability policies shall contain the following provisions. In addition, the following wording shall be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured;
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida; and
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. MAOF is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

2.24 **Notice:** When any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director  
Atlantic Technical College  
4700 Coconut Creek Parkway  
Coconut Creek, Florida 33063

To MAOF: Business Manager  
Masonry Association of Florida, Inc.  
6353 Lee Vista Blvd.  
Orlando, Florida 32822

2.25 **Background Screening.** MAOF agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) shall have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening shall be conducted by SBBC in advance of MAOF or its personnel providing any services under the conditions described in the previous sentence. MAOF shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the MAOF and its personnel. The parties agree that the failure of MAOF to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. MAOF agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from MAOF's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.26 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. MAOF shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's

custodian of public records. MAOF shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. MAOF shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if MAOF does not transfer the public records to SBBC. Upon completion of the Agreement, MAOF shall transfer, at no cost, to SBBC all public records in possession of MAOF or keep and maintain public records required by SBBC to perform the services required under the Agreement. If MAOF transfers all public records to SBBC upon completion of the Agreement, MAOF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MAOF keeps and maintains public records upon completion of the Agreement, MAOF shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [REQUEL.BELL@BROWARDSCHOOLS.COM](mailto:REQUEL.BELL@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By MAOF: MAOF agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by MAOF, its agents, servants or employees; the equipment of MAOF, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of MAOF or the negligence of MAOF's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by MAOF, SBBC or otherwise.

2.28 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.29 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.30 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional

cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** 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. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques Adams,  
Esq. - kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: Masonry Association of Florida, Inc.  
Date: 2018.05.16 15:48:18 -04'00'

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]**

**FOR MAF**

(Corporate Seal)

MASONRY ASSOCIATION OF FLORIDA, INC.

ATTEST:

By [Signature]

\_\_\_\_\_, Secretary

Print Name and Title: [Signature]

-or-

Witness [Signature]

Witness [Signature]

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13 day of April, 2011 by [Signature] of

Name of Person

[Signature], on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced [Signature] as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

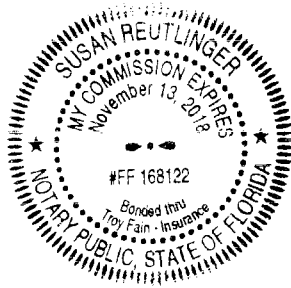
13

[Signature]  
Signature – Notary Public

[Signature]  
Printed Name of Notary

[Signature]  
Notary's Commission No.

(SEAL.)





## APPRENTICESHIP AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(Hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**SOUTH FLORIDA IRONWORKERS LOCAL UNION 272 JATC TRUST FUND**  
(Hereinafter referred to as "SFILU"),  
whose principal place of business is  
1201 NE 7<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33304

**WHEREAS**, SFILU is approved by the Department of Education to offer registered apprenticeship programs; and

**WHEREAS**, SBBC is desirous to offer educational apprenticeship programs from SFILU; and

**WHEREAS**, SFILU has indicated its intent to offer its apprenticeship programs, an educational service, through SBBC; and

**WHEREAS**, the apprenticeship program includes SFILU providing service to SBBC students on an SBBC campus, as well as SBBC having field experience at a designated SFILU location; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC's purchase of educational services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2018** and conclude on **June 30, 2021**.

2.02 **Program Coordination/Supervision.** The responsibility for day-to-day coordination and supervision of this educational program shall be vested in SFILU. SFILU shall designate a person to act as liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, registered apprenticeship records.

2.03 **Program Instructors.** SFILU shall recruit and employ instructors that shall meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor shall also meet all SBBC requirements for employment.

### 2.04 **SBBC Disclosure of Education Records.**

- (a) SBBC shall provide the documentation listed in 2.04(b), pursuant to student consent as listed in 2.04(c) for the purpose of SFILU and SFILU's support staff to register students, verify Full-time Equivalent (FTE) status for state funding, an Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and FOCUS to record attendance.
- (b) SBBC shall provide SFILU and SFILU's support staff with access to the SBBC's FOCUS database which contains the student's name, Florida Student Identification (FSI) number and dates of class(es) for attendance purposes. SFILU's access to student information on FOCUS shall be limited to the students served pursuant to this Agreement. SFILU and SFILU's support staff shall be provided with a verification report 3 times per fiscal year for each class to verify FTE. An application packet which contains the following documents: Career Technical Adult & Community Education Workforce Education Registration Application, Conduct and Discipline Code for Adult Students, Student Grievance Procedure, and Authorization for Release and/or Request for information to SFILU and SFILU's support staff to be completed and signed by each student annually.
- (c) SBBC shall obtain consent from each student age 18 or older prior to disclosing education records to SFILU and SFILU's support staff. Consent form shall list the types of educational records to be disclosed, purpose(s) and recipient.

### 2.05 **SFILU Confidentiality of Education Records.**

- (a) Notwithstanding any provision to the contrary within this Agreement, SFILU shall:

- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- 4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
- 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to

assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

- 11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure shall be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
  - (c) SFILU shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Curriculum and Equipment.** SFILU shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.07 **Registered Standards.** SFILU shall furnish to SBBC a copy of each program's registered standards as required by the Department of Education for operation.

2.08 **Student Recruitment.** SFILU shall be responsible for recruiting and assigning all students to SBBC instructional programs.

2.09 **Program Documentation.** SFILU shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. SFILU shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes. SFILU shall maintain the confidential nature of any student records.

2.10 **Student Work Assignments.** SFILU shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.11 **On the Job Training Support.** SBBC shall provide SFILU with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.12 **Monitoring Compliance.** SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

- A. The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the Employment Security of Federal Bureau of Apprenticeship Training if required.
- B. The classroom related instruction and OJT for apprentices are reported under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.
- C. The funding reported per student for OJT shall not exceed forty (40) hours per week, for a maximum of two thousand (2,000) hours per year.
- D. The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description as stated in the SBBC Apprenticeship Handbook.
- E. Supervised related classroom instruction, in a formal setting, shall be provided to each apprentice for not less than 144 hours per year, and has been approved by SFILU and SBBC.
- F. SFILU shall insure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.
- G. The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio shall be in accordance with the requirements as stated in the SBBC, Apprenticeship Handbook.
- H. SFILU shall maintain all records that document coordination or related instruction with on-the-job training for each apprentice.
- I. The administration of the program and the general welfare of the apprentices are the responsibility of SFILU.

2.13 **Payments to SFILU.** Payments to SFILU shall be from funds generated through the Workforce Education Program as reported to the Department of Education. There shall be no additional financial impact to SBBC through this Agreement.

2.14 **Compensation Rate.** SBBC shall compensate SFILU at the rate of \$0.95 per instructional hour for each registered apprentice. The maximum amount to be paid per registered student in a fiscal year (July 1 -- June 30) is as follows:

Related Classroom Training - \$0.95 per hour. SFILU shall only be funded for the actual number of classroom training hours as specified in their apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

ON-THE-JOB TRAINING -\$0.95 per hour up to a maximum of \$2.00 (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

These funds shall be used to pay for instructors' salaries/benefits, program promotion; instructional materials and supplies, equipment, replacement and repair; other supervisory and administrative costs to include, but not limited to, lease expenses for classroom facilities and equipment, travel and mileage expenses, and expenses to attend conferences and professional meetings. SFILU shall assure SBBC that all funds generated under this Agreement shall be maintained in a separate account, and that all expenditures shall be used to support the instructional programs that generated the funds. The financial compensation rate of this Agreement shall be reviewed and adjusted, if needed, on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent upon State funding.

2.15 **Financial Reports.** SFILU shall provide a semi-annual budget/financial status report of program expenditures and balances to the Superintendent or designee. Reports are due January 31<sup>st</sup> – June 30th of each year. This report should reflect SBBC's allocation which is allocated for operational expenses as outlined in number 2.14 above.

2.16 **Payments Schedule.** Payments to SFILU shall be based upon funds generated by full-time equivalent students enrolled and counted in SFILU's educational program. If, at any time during the term of this Agreement, the Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease shall be passed along to SFILU on a pro-rata basis. SBBC shall make each payment to SFILU by invoice received, three times per calendar year based on qualifying student enrollment in Survey 1, 2 and 3. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.17 **Funding Surveys.** SFILU's full-time equivalent student membership shall be counted during the official survey periods (Survey 1, 2, and 3) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period of time.

2.18 **Collaboration.** Through their designated representatives, both parties shall collaborate in development of policies and operational procedures for the efficient management and operation of this program.

2.19 **Budget Limitations.** This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.20 **Property.** It is understood that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over \$1,000 in value shall be numbered and accounted for per School Board rules and regulations.

2.21 **Adherence to Florida Statutes.** Each party agrees that any amendments to existing Florida Statutes or to the Department of Education or Labor policies pertaining to apprenticeship which affect the subject matter of this Agreement and which come into effect after the signing of this Agreement shall be binding to all parties through the term of this Agreement.

2.22 **Inspection of SFILU's Records by SBBC.** SFILU shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SFILU's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of SFILU directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SFILU's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SFILU pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide SFILU reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to SFILU's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by SFILU to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any SFILU's claims for payment.

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by SFILU in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SFILU. If the audit discloses billings or charges to which SFILU is not contractually entitled, SFILU shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) **Inspection of Subcontractor's Records.** If applicable, SFILU shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this

section by insertion of such requirements in any written subcontract. Failure by SFILU to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to SFILU pursuant to this Agreement and such excluded costs shall become the liability of SFILU.

(g) Inspector General Audits. SFILU shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.23 **Insurance Requirements.** SFILU shall comply with the following insurance requirements throughout the term of this Agreement.

(a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Florida Statutes. Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability, Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies shall be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance shall be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC before any work commences to permit SFILU time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(g) Required Conditions. Liability policies shall contain the following provisions. In addition, the following wording shall be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured;
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida; and
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668.



(h) Cancellation of Insurance. SFILU is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

2.24 **Notice:** When any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director  
Atlantic Technical College  
4700 Coconut Creek Parkway  
Coconut Creek, Florida 33063

To SFILU: Business Manager  
South Florida Ironworkers Local Union #272 JATC  
1201 NE 7<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33304

2.25 **Background Screening.** SFILU agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) shall have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening shall be conducted by SBBC in advance of the SFILU or its personnel providing any services under the conditions described in the previous sentence. SFILU shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the SFILU and its personnel. The parties agree that the failure of SFILU to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. SFILU agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from SFILU'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.26 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. SFILU shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's

custodian of public records, SFILU shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. SFILU shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if SFILU does not transfer the public records to SBBC. Upon completion of the Agreement, SFILU shall transfer, at no cost, to SBBC all public records in possession of SFILU or keep and maintain public records required by SBBC to perform the services required under the Agreement. If SFILU transfers all public records to SBBC upon completion of the Agreement, SFILU shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SFILU keeps and maintains public records upon completion of the Agreement, SFILU shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [REQUEL.BELL@BROWARDSCHOOLS.COM](mailto:REQUEL.BELL@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By SFILU: SFILU agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by SFILU, its agents, servants or employees; the equipment of SFILU, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SFILU or the negligence of SFILU's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by SFILU, SBBC or otherwise.

2.28 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender

expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.29 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.30 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall

be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** 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. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the

scope or intent of such articles or sections of this Agreement, nor in any way effect affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of

the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By \_\_\_\_\_  
Nora Rupert, Chair

ATTEST:

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*Kathelyn Jacques-Adams*

Digitally signed by Kathelyn Jacques-Adams, Esq. -  
kathelyn.jacques-adams@gbrowardschools.com  
Reason: South Florida Ironworkers Local Union 272  
JATC Trust Fund  
Date: 2018.05.21 07:59:28 -04'00'

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]**

**FOR SFILU**

(Corporate Seal)

SOUTH FLORIDA CHAPTER IRONWORKERS  
LOCAL UNION #272 JATC TRUST FUND

ATTEST:

By

Print Name and Title: YOSVANY TORRES

BUSINESS MANAGER/CHAIRMAN

\_\_\_\_\_, Secretary

-or-

[Signature]

Witness

Robert Wiseman

Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

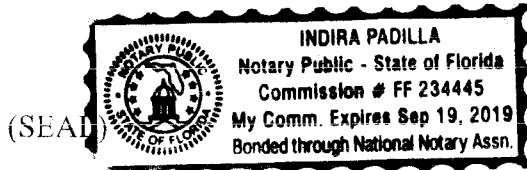
STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 23 day of April, 2018 by Yosvany Torres of Local Union 272 JATC on behalf of the corporation/agency.

He/She is personally known to me or produced identification and did/did not first take an oath. \_\_\_\_\_ as \_\_\_\_\_ Type of Identification

My Commission Expires:



[Signature]

Signature - Notary Public

Indira Padilla  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

# APPRENTICESHIP AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between

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

(Hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**SOUTH FLORIDA MANUFACTURERS ASSOCIATION, INC.**

(Hereinafter referred to as "SFMA"),

whose principal place of business is

1000 West McNab Road

Pompano Beach, Florida 33069

**WHEREAS**, SFMA is approved by the Department of Education to offer registered apprenticeship programs; and

**WHEREAS**, SBBC is desirous to offer educational apprenticeship programs from SFMA; and

**WHEREAS**, SFMA has indicated its intent to offer its apprenticeship programs, an educational service, through SBBC; and

**WHEREAS**, the apprenticeship program includes SFMA providing service to SBBC students on an SBBC campus, as well as SBBC having field experience at a designated SFMA location; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC's purchase of educational services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1 – RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.



## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2018** and conclude on **June 30, 2021**.

2.02 **Program Coordination/Supervision.** The responsibility for day-to-day coordination and supervision of this educational program shall be vested in SFMA. SFMA shall designate a person to act as liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, registered apprenticeship records.

2.03 **Program Instructors.** SFMA shall recruit and employ instructors that shall meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor shall also meet all SBBC requirements for employment.

2.04 **SBBC Disclosure of Education Records.**

- (a) SBBC shall provide the documentation listed in 2.04(b), pursuant to student consent as listed in 2.04(c) for the purpose of SFMA and SFMA’s support staff to register students, verify Full-time Equivalent (FTE) status for state funding, an Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and FOCUS to record attendance.
- (b) SBBC shall provide SFMA and SFMA’s support staff with access to the SBBC’s FOCUS database which contains the student’s name, Florida Student Identification (FSI) number and dates of class(es) for attendance purposes. SFMA’s access to student information on FOCUS shall be limited to the students served pursuant to this Agreement. SFMA and SFMA’s support staff shall be provided with a verification report 3 times per fiscal year for each class to verify FTE. An application packet which contains the following documents: Career Technical Adult & Community Education Workforce Education Registration Application, Conduct and Discipline Code for Adult Students, Student Grievance Procedure, and Authorization for Release and/or Request for information to SFMA and SFMA’s support staff to be completed and signed by each student annually.
- (c) SBBC shall obtain consent from each student age 18 or older prior to disclosing education records to SFMA and SFMA’s support staff. Consent form shall list the types of educational records to be disclosed, purpose(s) and recipient.

2.05 **SFMA Confidentiality of Education Records.**

- (a) Notwithstanding any provision to the contrary within this Agreement, SFMA shall:
- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
  - 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
  - 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
  - 4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
  - 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
  - 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
  - 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
  - 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
  - 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
  - 11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed: secure erasure shall be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
- (c) SFMA shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Curriculum and Equipment**. SFMA shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.07 **Registered Standards**. SFMA shall furnish to SBBC a copy of each program's registered standards as required by the Department of Education for operation.

2.08 **Student Recruitment**. SFMA shall be responsible for recruiting and assigning all students to SBBC instructional programs.

2.09 **Program Documentation**. SFMA shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. SFMA shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes. SFMA shall maintain the confidential nature of any student records.

2.10 **Student Work Assignments.** SFMA shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.11 **On the Job Training Support.** SBBC shall provide SFMA with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.12 **Monitoring Compliance.** SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

- A. The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the Employment Security of Federal Bureau of Apprenticeship Training if required.
- B. The classroom related instruction and OJT for apprentices are reported under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.
- C. The funding reported per student for OJT shall not exceed forty (40) hours per week, for a maximum of two thousand (2,000) hours per year.
- D. The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description as stated in the SBBC Apprenticeship Handbook.
- E. Supervised related classroom instruction, in a formal setting, shall be provided to each apprentice for not less than 144 hours per year, and has been approved by SFMA and SBBC.
- F. SFMA shall insure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.
- G. The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio shall be in accordance with the requirements as stated in the SBBC, Apprenticeship Handbook.
- H. SFMA shall maintain all records that document coordination or related instruction with on-the-job training for each apprentice.
- I. The administration of the program and the general welfare of the apprentices are the responsibility of SFMA.

2.13 **Payments to SFMA.** Payments to SFMA shall be from funds generated through the Workforce Education Program as reported to the Department of Education. There shall be no additional financial impact to SBBC through this Agreement.

2.14 **Compensation Rate.** SBBC shall compensate SFMA at the rate of \$0.95 per instructional hour for each registered apprentice. The maximum amount to be paid per registered student in a fiscal year (July 1 -- June 30) is as follows:

Related Classroom Training - \$0.95 per hour. SFMA shall only be funded for the actual number of classroom training hours as specified in their apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

ON-THE-JOB TRAINING -\$0.95 per hour up to a maximum of \$2.00 (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

These funds shall be used to pay for instructors' salaries/benefits, program promotion; instructional materials and supplies, equipment, replacement and repair; other supervisory and administrative costs to include, but not limited to, lease expenses for classroom facilities and equipment, travel and mileage expenses, and expenses to attend conferences and professional meetings. SFMA shall assure SBBC that all funds generated under this Agreement shall be maintained in a separate account, and that all expenditures shall be used to support the instructional programs that generated the funds. The financial compensation rate of this Agreement shall be reviewed and adjusted, if needed, on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent upon State funding.

2.15 **Financial Reports.** SFMA shall provide a semi-annual budget/financial status report of program expenditures and balances to the Superintendent or designee. Reports are due January 31<sup>st</sup> – June 30<sup>th</sup> of each year. This report should reflect SBBC's allocation which is allocated for operational expenses as outlined in number 2.14 above.

2.16 **Payments Schedule.** Payments to SFMA shall be based upon funds generated by full-time equivalent students enrolled and counted in SFMA's educational program. If, at any time during the term of this Agreement, the Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease shall be passed along to SFMA on a pro-rata basis. SBBC shall make each payment to SFMA by invoice received, three times per calendar year based on qualifying student enrollment in Survey 1, 2 and 3. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.17 **Funding Surveys.** SFMA's full-time equivalent student membership shall be counted during the official survey periods (Survey 1, 2, and 3) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period of time.

2.18 **Collaboration.** Through their designated representatives, both parties shall collaborate in development of policies and operational procedures for the efficient management and operation of this program.

2.19 **Budget Limitations.** This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.20 **Property.** It is understood that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over \$1,000 in value shall be numbered and accounted for per School Board rules and regulations.

2.21 **Adherence to Florida Statutes.** Each party agrees that any amendments to existing Florida Statutes or to the Department of Education or Labor policies pertaining to apprenticeship which affect the subject matter of this Agreement and which come into effect after the signing of this Agreement shall be binding to all parties through the term of this Agreement.

2.22 **Inspection of SFMA's Records by SBBC.** SFMA shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SFMA's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of SFMA directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SFMA's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SFMA pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide SFMA reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to SFMA's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by SFMA to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any SFMA's claims for payment.

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by SFMA in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SFMA. If the audit discloses billings or charges to which SFMA is not contractually entitled, SFMA shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, SFMA shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by SFMA to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to SFMA pursuant to this Agreement and such excluded costs shall become the liability of SFMA.

(g) Inspector General Audits. SFMA shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.23 **Insurance Requirements.** SFMA shall comply with the following insurance requirements throughout the term of this Agreement.

(a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Florida Statutes, Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability, Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies shall be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance shall be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC before any work commences to permit SFMA time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(g) Required Conditions. Liability policies shall contain the following provisions. In addition, the following wording shall be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured;
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida; and

3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. SFMA is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

2.24 **Notice:** When any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director  
Atlantic Technical College  
4700 Coconut Creek Parkway  
Coconut Creek, Florida 33063

To SFMA: Business Manager  
South Florida Manufacturer's Association, Inc.  
1000 West McNab Road  
Pompano Beach, Florida 33069

2.25 **Background Screening.** SFMA agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) shall have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening shall be conducted by SBBC in advance of the SFMA or its personnel providing any services under the conditions described in the previous sentence. SFMA shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the SFMA and its personnel. The parties agree that the failure of SFMA to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. SFMA agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from SFMA's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.



2.26 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. SFMA shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, SFMA shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. SFMA shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if SFMA does not transfer the public records to SBBC. Upon completion of the Agreement, SFMA shall transfer, at no cost, to SBBC all public records in possession of SFMA or keep and maintain public records required by SBBC to perform the services required under the Agreement. If SFMA transfers all public records to SBBC upon completion of the Agreement, SFMA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SFMA keeps and maintains public records upon completion of the Agreement, SFMA shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [REQUEL.BELL@BROWARDSCHOOLS.COM](mailto:REQUEL.BELL@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By SFMA: SFMA agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by SFMA, its agents, servants or employees; the equipment of SFMA, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SFMA or the negligence of SFMA's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by SFMA, SBBC or otherwise.

2.28 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.29 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.30 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This

remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** 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. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]**

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*Kathelyn Jacques Adams*

Digitally signed by Kathelyn Jacques Adams, Esq.  
- kathelyn.jacques-adams@gbrowardschools.com  
Reason: South Florida Manufacturers Association,  
Inc.  
Date: 2018.05.23 20:39:14 -04'00'

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]**

**FOR SFMA**

(Corporate Seal)

SOUTH FLORIDA MANUFACTURERS  
ASSOCIATION, INC.

ATTEST:

By

Print Name and Title: David C Gonzalez  
Chairman SFMAP

\_\_\_\_\_, Secretary

-or-

Witness

Witness

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of  
April, 2011 by David C Gonzalez of

Name of Person

South Florida Manufacturers Association, Inc., on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath. Type of Identification

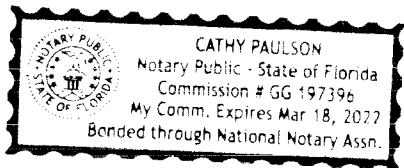
My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

(SEAL)



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## APPRENTICESHIP AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between

### **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(Hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

### **SOUTH FLORIDA OPERATING ENGINEERS APPRENTICE & TRAINING FUND**

(Hereinafter referred to as "SFOEAT"),  
whose principal place of business is  
19700 SW 68<sup>th</sup> Court  
Pembroke Pines, Florida 33332

**WHEREAS**, SFOEAT is approved by the Department of Education to offer registered apprenticeship programs; and

**WHEREAS**, SBBC is desirous to offer educational apprenticeship programs from SFOEAT; and

**WHEREAS**, SFOEAT has indicated its intent to offer its apprenticeship programs, an educational service, through SBBC; and

**WHEREAS**, the apprenticeship program includes SFOEAT providing service to SBBC students on an SBBC campus, as well as SBBC having field experience at a designated SFOEAT location; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, II, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC's purchase of educational services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE 1 – RECITALS**

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

### **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2018** and conclude on **June 30, 2021**.



2.02 **Program Coordination/Supervision.** The responsibility for day-to-day coordination and supervision of this educational program shall be vested in SFOEAT. SFOEAT shall designate a person to act as liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, registered apprenticeship records.

2.03 **Program Instructors.** SFOEAT shall recruit and employ instructors that shall meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor shall also meet all SBBC requirements for employment.

2.04 **SBBC Disclosure of Education Records.**

- (a) SBBC shall provide the documentation listed in 2.04(b), pursuant to student consent as listed in 2.04(c) for the purpose of SFOEAT and SFOEAT's support staff to register students, verify Full-time Equivalent (FTE) status for state funding, an Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and FOCUS to record attendance.
- (b) SBBC shall provide SFOEAT and SFOEAT's support staff with access to the SBBC's FOCUS database which contains the student's name, Florida Student Identification (FSI) number and dates of class(es) for attendance purposes. SFOEAT's access to student information on FOCUS shall be limited to the students served pursuant to this Agreement. SFOEAT and SFOEAT's support staff shall be provided with a verification report 3 times per fiscal year for each class to verify FTE. An application packet which contains the following documents: Career Technical Adult & Community Education Workforce Education Registration Application, Conduct and Discipline Code for Adult Students, Student Grievance Procedure, and Authorization for Release and/or Request for information to SFOEAT and SFOEAT's support staff to be completed and signed by each student annually.
- (c) SBBC shall obtain consent from each student age 18 or older prior to disclosing education records to SFOEAT and SFOEAT's support staff. Consent form shall list the types of educational records to be disclosed, purpose(s) and recipient.

2.05 **SFOEAT Confidentiality of Education Records.**

- (a) Notwithstanding any provision to the contrary within this Agreement, SFOEAT shall:
  - 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

- 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- 4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
- 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
- 11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure shall be deemed the

deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
- (c) SFOEAT shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Curriculum and Equipment.** SFOEAT shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.07 **Registered Standards.** SFOEAT shall furnish to SBBC a copy of each program's registered standards as required by the Department of Education for operation.

2.08 **Student Recruitment.** SFOEAT shall be responsible for recruiting and assigning all students to SBBC instructional programs.

2.09 **Program Documentation.** SFOEAT shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. SFOEAT shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, SFOEAT shall maintain the confidential nature of any student records.

2.10 **Student Work Assignments.** SFOEAT shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.11 **On the Job Training Support.** SBBC shall provide SFOEAT with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.12 **Monitoring Compliance.** SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

- A. The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the Employment Security of Federal Bureau of Apprenticeship Training if required.
- B. The classroom related instruction and OJT for apprentices are reported under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.
- C. The funding reported per student for OJT shall not exceed forty ( 40) hours per week, for a maximum of two thousand (2,000) hours per year.
- D. The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description as stated in the SBBC Apprenticeship Handbook.
- E. Supervised related classroom instruction, in a formal setting, shall be provided to each apprentice for not less than 144 hours per year, and has been approved by SFOEAT and SBBC.
- F. SFOEAT shall insure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.
- G. The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio shall be in accordance with the requirements as stated in the SBBC, Apprenticeship Handbook.
- H. SFOEAT shall maintain all records that document coordination or related instruction with on-the-job training for each apprentice.
- I. The administration of the program and the general welfare of the apprentices are the responsibility of SFOEAT.

2.13 **Payments to SFOEAT.** Payments to SFOEAT shall be from funds generated through the Workforce Education Program as reported to the Department of Education. There shall be no additional financial impact to SBBC through this Agreement.

2.14 **Compensation Rate.** SBBC shall compensate SFOEAT at the rate of \$0.95 per instructional hour for each registered apprentice. The maximum amount to be paid per registered student in a fiscal year (July 1 -- June 30) is as follows:

Related Classroom Training - \$0.95 per hour. SFOEAT shall only be funded for the actual number of classroom training hours as specified in their apprenticeship standards. (This option is only available to Agencies having their own classroom/lab facilities.)

ON-THE-JOB TRAINING -\$0.95 per hour up to a maximum of \$2.00 (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

These funds shall be used to pay for instructors' salaries/benefits, program promotion; instructional materials and supplies, equipment, replacement and repair; other supervisory and administrative costs to include, but not limited to, lease expenses for classroom facilities and equipment, travel and mileage expenses, and expenses to attend conferences and professional meetings. SFOEAT shall assure SBBC that all funds generated under this Agreement shall be maintained in a separate account, and that all expenditures shall be used to support the instructional programs that generated the funds. The financial compensation rate of this Agreement shall be reviewed and adjusted, if needed, on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent upon State funding.

2.15 **Financial Reports.** SFOEAT shall provide a semi-annual budget/financial status report of program expenditures and balances to the Superintendent or designee. Reports are due January 31<sup>st</sup> – June 30th of each year. This report should reflect SBBC's allocation which is allocated for operational expenses as outlined in number 2.14 above.

2.16 **Payments Schedule.** Payments to SFOEAT shall be based upon funds generated by full-time equivalent students enrolled and counted in SFOEAT's educational program. If, at any time during the term of this Agreement, the Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease shall be passed along to SFOEAT on a pro-rata basis. SBBC shall make each payment to SFOEAT by invoice received, three times per calendar year based on qualifying student enrollment in Survey 1, 2 and 3. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.17 **Funding Surveys.** SFOEAT's full-time equivalent student membership shall be counted during the official survey periods (Survey 1, 2, and 3) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period of time.

2.18 **Collaboration.** Through their designated representatives, both parties shall collaborate in development of policies and operational procedures for the efficient management and operation of this program.

2.19 **Budget Limitations.** This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.20 **Property.** It is understood that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over \$1,000 in value shall be numbered and accounted for per School Board rules and regulations.

2.21 **Adherence to Florida Statutes.** Each party agrees that any amendments to existing Florida Statutes or to the Department of Education or Labor policies pertaining to apprenticeship which affect the subject matter of this Agreement and which come into effect after the signing of this Agreement shall be binding to all parties through the term of this Agreement.

2.22 **Inspection of SFOEAT's Records by SBBC.** SFOEAT shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All SFOEAT's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of SFOEAT directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to SFOEAT's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to SFOEAT pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide SFOEAT reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to SFOEAT's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by SFOEAT to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any SFOEAT's claims for payment.

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by SFOEAT in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SFOEAT. If the audit discloses billings or charges to which SFOEAT is not contractually entitled, SFOEAT shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) **Inspection of Subcontractor's Records.** If applicable, SFOEAT shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by SFOEAT to include such requirements in any subcontract shall constitute grounds for termination of this

Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to SFOEAT pursuant to this Agreement and such excluded costs shall become the liability of SFOEAT.

(g) Inspector General Audits. SFOEAT shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.23 **Insurance Requirements.** SFOEAT shall comply with the following insurance requirements throughout the term of this Agreement.

(a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Florida Statutes, Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability, Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies shall be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance shall be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC before any work commences to permit SFOEAT time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(g) Required Conditions. Liability policies shall contain the following provisions. In addition, the following wording shall be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured;
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida; and
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. SFOEAT is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

2.24 **Notice:** When any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director  
Atlantic Technical College  
4700 Coconut Creek Parkway  
Coconut Creek, Florida 33063

To SFOEAT: Business Manager  
South Florida Operating Engineers Apprentice and  
Training Trust  
19700 SW 68<sup>th</sup> Court  
Pembroke Pines, Florida 33332

2.25 **Background Screening.** SFOEAT agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) shall have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening shall be conducted by SBBC in advance of the SFOEAT or its personnel providing any services under the conditions described in the previous sentence. SFOEAT shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the SFOEAT and its personnel. The parties agree that the failure of SFOEAT to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. SFOEAT agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from SFOEAT'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.26 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. SFOEAT shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from



SBBC's custodian of public records, SFOEAT shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. SFOEAT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if SFOEAT does not transfer the public records to SBBC. Upon completion of the Agreement, SFOEAT shall transfer, at no cost, to SBBC all public records in possession of SFOEAT or keep and maintain public records required by SBBC to perform the services required under the Agreement. If SFOEAT transfers all public records to SBBC upon completion of the Agreement, SFOEAT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SFOEAT keeps and maintains public records upon completion of the Agreement, SFOEAT shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [REQUEL.BELL@BROWARDSCHOOLS.COM](mailto:REQUEL.BELL@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By SFOEAT: SFOEAT agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by SFOEAT, its agents, servants or employees; the equipment of SFOEAT, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SFOEAT or the negligence of SFOEAT's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by SFOEAT, SBBC or otherwise.

2.28 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.29 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.30 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional

cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** 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. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way ~~effect~~ affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By

Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq.  
kathelynjacques-adams@gbrowardschools.com  
Reason: South Florida Operating Engineers  
Apprentice & Training Fund  
Date: 2018.05.24 17:05:49 -04'00

Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]**

**FOR SFOEAT**

(Corporate Seal)

SOUTH FLORIDA OPERATING  
ENGINEERS APPRENTICE &  
TRAINING FUND

ATTEST:

By Mark Schumann

\_\_\_\_\_, Secretary

Print Name and Title: Mark Schumann  
Chairman

-or-

Witness

H. G. Morgan  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF FLORIDA

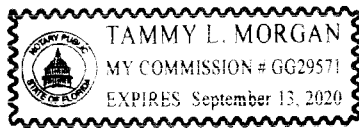
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22 day of MAY, 2013 by MARK SCHUMANN of SOUTH FLORIDA OPERATING ENGINEERS APPRENTICE & TRAINING FUND, on behalf of the corporation/agency.  
Name of Person  
Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Tammy L. Morgan  
Signature – Notary Public



(SEAL)

TAMMY L. MORGAN  
Printed Name of Notary

GG 29571  
Notary's Commission No.

# APPRENTICESHIP AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between

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

(Hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**UNITED SERVICE TRAINING CORP II, INC.**

(Hereinafter referred to as "USTC"),

whose principal place of business is

4700 N. Dixie Highway, #16

Oakland Park, Florida 33334

**WHEREAS**, USTC is approved by the Department of Education to offer registered apprenticeship programs; and

**WHEREAS**, SBBC is desirous to offer educational apprenticeship programs from USTC; and

**WHEREAS**, USTC has indicated its intent to offer its apprenticeship programs, an educational service, through SBBC; and

**WHEREAS**, the apprenticeship program includes USTC providing service to SBBC students on an SBBC campus, as well as SBBC having field experience at a designated USTC location; and

**WHEREAS**, pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC's purchase of educational services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 – RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2018** and conclude on **June 30, 2021**.

2.02 **Program Coordination/Supervision.** The responsibility for day-to-day coordination and supervision of this educational program shall be vested in USTC. USTC shall designate a person to act as liaison with SBBC for all educational and training activities in connection with this program. The designated liaison (teacher/coordinator) shall maintain all Department of Education required training records for the program, including on-the-job training (OJT) reports, classroom attendance and grades, registered apprenticeship records.

2.03 **Program Instructors.** USTC shall recruit and employ instructors that shall meet the certification requirements as set forth in School Board Policy 4003.1 (Full Time Instructional Personnel Assigned to Teach Career and Technical Education Programs and Courses Requiring Related Occupational Experience Rather than a College Degree) and 4107.1 (Temporary Hourly Instructional Personnel Assigned to Teach Career and Technical Education Program and Courses Requiring Related Occupational Experience Rather than a College Degree) and assign classes in accordance with the Florida Course Code Directory. The instructor shall also meet all SBBC requirements for employment.

2.04 **SBBC Disclosure of Education Records.**

- (a) SBBC shall provide the documentation listed in 2.04(b), pursuant to student consent as listed in 2.04(c) for the purpose of USTC and USTC's support staff to register students, verify Full-time Equivalent (FTE) status for state funding, an Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and FOCUS to record attendance.
- (b) SBBC shall provide USTC and USTC's support staff with access to the SBBC's FOCUS database which contains the student's name, Florida Student Identification (FSI) number and dates of class(es) for attendance purposes. USTC's access to student information on FOCUS shall be limited to the students served pursuant to this Agreement. USTC and USTC's support staff shall be provided with a verification report 3 times per fiscal year for each class to verify FTE. An application packet which contains the following documents: Career Technical Adult & Community Education Workforce Education Registration Application, Conduct and Discipline Code for Adult Students, Student Grievance Procedure, and Authorization for Release and/or Request for information to USTC and USTC's support staff to be completed and signed by each student annually.
- (c) SBBC shall obtain consent from each student age 18 or older prior to disclosing education records to USTC and USTC's support staff. Consent form shall list the types of educational records to be disclosed, purpose(s) and recipient.

2.05 **USTC Confidentiality of Education Records.**

- (a) Notwithstanding any provision to the contrary within this Agreement, USTC shall:
  - 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;



- 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- 4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
- 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
- 11) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure shall be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
- (c) USTC shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **Curriculum and Equipment.** USTC shall provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).

2.07 **Registered Standards.** USTC shall furnish to SBBC a copy of each program's registered standards as required by the Department of Education for operation.

2.08 **Student Recruitment.** USTC shall be responsible for recruiting and assigning all students to SBBC instructional programs.

2.09 **Program Documentation.** USTC shall provide to SBBC all appropriate and required documentation and data for each class: including, without limitation, registration forms, attendance rosters, and provide other information necessary to meeting Florida Statutes or Department of Education Rules. USTC shall provide all paperwork necessary for documentation of occupational completion points (OCPs) for each apprentice as they progress from year to year. In accordance with Section 1002.22, Florida Statutes, USTC shall maintain the confidential nature of any student records.

2.10 **Student Work Assignments.** USTC shall assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless SBBC from any and all liability for the apprentices while they are training on the worksite.

2.11 **On the Job Training Support.** SBBC shall provide USTC with all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.12 **Monitoring Compliance.** SBBC reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that SBBC is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:

- A. The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the Employment Security of Federal Bureau of Apprenticeship Training if required.
- B. The classroom related instruction and OJT for apprentices are reported under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices) is required in both related classroom instruction and OJT.
- C. The funding reported per student for OJT shall not exceed forty ( 40) hours per week, for a maximum of two thousand (2.000) hours per year.
- D. The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description as stated in the SBBC Apprenticeship Handbook.
- E. Supervised related classroom instruction, in a formal setting, shall be provided to each apprentice for not less than 144 hours per year, and has been approved by USTC and SBBC.
- F. USTC shall insure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.
- G. The ratio of each Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio shall be in accordance with the requirements as stated in the SBBC, Apprenticeship Handbook.
- H. USTC shall maintain all records that document coordination or related instruction with on-the-job training for each apprentice.
- I. The administration of the program and the general welfare of the apprentices are the responsibility of USTC.

2.13 **Payments to USTC.** Payments to USTC shall be from funds generated through the Workforce Education Program as reported to the Department of Education. There shall be no additional financial impact to SBBC through this Agreement.

2.14 **Compensation Rate.** SBBC shall compensate USTC at the rate of \$0.95 per instructional hour for each registered apprentice. The maximum amount to be paid per registered student in a fiscal year (July 1 -- June 30) is as follows:

Related Classroom Training - \$0.95 per hour. USTC shall only be funded for the actual number of classroom training hours as specified in their apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

ON-THE-JOB TRAINING - \$0.95 per hour up to a maximum of \$2.00 (8 hours per day/40 hours per week/50 weeks per year) per the instructional calendar as specified in the SBBC Apprenticeship Handbook.

These funds shall be used to pay for instructors' salaries/benefits, program promotion; instructional materials and supplies, equipment, replacement and repair; other supervisory and administrative costs to include, but not limited to, lease expenses for classroom facilities and equipment, travel and mileage expenses, and expenses to attend conferences and professional meetings. USTC shall assure SBBC that all funds generated under this Agreement shall be maintained in a separate account, and that all expenditures shall be used to support the instructional programs that generated the funds. The financial compensation rate of this Agreement shall be reviewed and adjusted, if needed, on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent upon State funding.

2.15 **Financial Reports.** USTC shall provide a semi-annual budget/financial status report of program expenditures and balances to the Superintendent or designee. Reports are due January 31<sup>st</sup> – June 30<sup>th</sup> of each year. This report should reflect SBBC's allocation which is allocated for operational expenses as outlined in number 2.14 above.

2.16 **Payments Schedule.** Payments to USTC shall be based upon funds generated by full-time equivalent students enrolled and counted in USTC's educational program. If, at any time during the term of this Agreement, the Department of Education or SBBC adjusts the SBBC formula allocation of funds, said increase or decrease shall be passed along to USTC on a pro-rata basis. SBBC shall make each payment to USTC by invoice received, three times per calendar year based on qualifying student enrollment in Survey 1, 2 and 3. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the SBBC Apprenticeship Handbook.

2.17 **Funding Surveys.** USTC's full-time equivalent student membership shall be counted during the official survey periods (Survey 1, 2, and 3) as established by the Workforce Education Information Management Department of SBBC. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period of time.

2.18 **Collaboration.** Through their designated representatives, both parties shall collaborate in development of policies and operational procedures for the efficient management and operation of this program.

2.19 **Budget Limitations.** This Agreement is conditional upon available state and local funds and may not exceed budgeted funds for each program.

2.20 **Property.** It is understood that all equipment supplies and materials purchased under this Agreement remain the property of SBBC. Equipment over \$1,000 in value shall be numbered and accounted for per School Board rules and regulations.

2.21 **Adherence to Florida Statutes.** Each party agrees that any amendments to existing Florida Statutes or to the Department of Education or Labor policies pertaining to apprenticeship which affect the subject matter of this Agreement and which come into effect after the signing of this Agreement shall be binding to all parties through the term of this Agreement.

2.22 **Inspection of USTC's Records by SBBC.** USTC shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All USTC's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of USTC directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to USTC's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to USTC pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide USTC reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to USTC's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by USTC to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any USTC's claims for payment.

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by USTC in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by USTC. If the audit discloses billings or charges to which USTC is not contractually entitled, USTC shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) **Inspection of Subcontractor's Records.** If applicable, USTC shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by USTC to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to USTC pursuant to this Agreement and such excluded costs shall become the liability of USTC.

(g) **Inspector General Audits.** USTC shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.23 **Insurance Requirements.** USTC shall comply with the following insurance requirements throughout the term of this Agreement.

(a) **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440: Florida Statutes, Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability, Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage** limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies shall be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of Insurance shall be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) shall be received and approved by SBBC before any work commences to permit USTC time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(g) **Required Conditions.** Liability policies shall contain the following provisions. In addition, the following wording shall be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured;
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida; and
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668.

(h) **Cancellation of Insurance.** USTC is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and shall notify SBBC within two business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

2.24 **Notice:** When any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written

notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director  
Atlantic Technical College  
4700 Coconut Creek Parkway  
Coconut Creek, Florida 33063

To USTC: Business Manager  
United Service Training Corp. II  
4700 N. Dixie Highway, #16  
Oakland Park, Florida 33334

2.25 **Background Screening.** USTC agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) shall have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening shall be conducted by SBBC in advance of the USTC or its personnel providing any services under the conditions described in the previous sentence. USTC shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the USTC and its personnel. The parties agree that the failure of USTC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. USTC agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from USTC'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.26 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. USTC shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC'S custodian of public records, USTC shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. USTC shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement'S term and following completion of the Agreement if USTC does not transfer the public records to SBBC. Upon completion of the Agreement, USTC shall transfer, at no cost, to SBBC all public records in possession of USTC or keep and maintain public records required by SBBC to perform the services required under the Agreement. If USTC transfers all public records to SBBC upon completion of the Agreement, USTC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If USTC keeps and maintains public records upon completion of the Agreement, USTC shall meet all applicable requirements for retaining public records. All records stored

electronically shall be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.27 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By USTC: USTC agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by USTC, its agents, servants or employees; the equipment of USTC, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of USTC or the negligence of USTC's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by USTC, SBBC or otherwise.

2.28 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.29 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.30 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.



## ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** 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. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this

Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]**

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*Kathelyn Jacques Adams*

Digitally signed by Kathelyn Jacques-  
Adams, Esq. - kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: United Service Training Corp II, Inc.  
Date: 2018.05.23 19:36:11 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

**FOR USTC**

(Corporate Seal)

UNITED SERVICE TRAINING CORP II, INC.

ATTEST:

Carley Bennett  
Carley Bennett, Secretary  
-or-

By Robin Bennett

Print Name and Title: Robin Bennett  
President

Todd Mayler  
Witness

[Signature]  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF FL

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 18 day of April, 2018 by Robin Bennett of United Service Training Corp II, on behalf of the corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. \_\_\_\_\_ Type of Identification

My Commission Expires:

Linda Castelli  
Signature – Notary Public

Linda Castelli  
Printed Name of Notary

(SEAL)



LINDA CASTELLI  
MY COMMISSION # FF 992517  
EXPIRES: July 13, 2020  
Bonded Thru Budget Notary Services

\_\_\_\_\_  
Notary's Commission No.