



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-08-06 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	E. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request
<input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda
<input type="radio"/> Yes <input checked="" type="radio"/> No

ITEM No.:
E-3.

TITLE:

Recommendation to Approve Agreement FY20-031 - Community-Based Vocational Education Program

REQUESTED ACTION:

Recommendation to approve the above agreement with Publix Supermarkets, Inc. for their Community-Based Vocational Education Program (CBVE). Contract Term: Upon execution of all parties through June 15, 2022, 2 years, 10 months with an option for two (2) additional one (1) year renewal periods; User Department: Exceptional Student Learning Support (ESLS); Award Amount: None; Awarded Vendor(s): Publix Supermarkets, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.
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SUMMARY EXPLANATION AND BACKGROUND:

The CBVE is a Community Based Instruction (CBI) program. Every student in high school, grade 12 through transition age twenty-two (22), can participate in CBI depending on their individualized education program (IEP) goals, job assessments and area of interest. This agreement allows all of our schools to participate in CBI at any Publix in Broward County. Since Publix is one of our largest employers for people with disabilities this agreement is very important to allow our students the opportunity to train there. The students are transported on a school bus and they are supervised by a teacher, job coach or paraprofessional. This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

<input type="radio"/> Goal 1: High Quality Instruction <input checked="" type="radio"/> Goal 2: Safe & Supportive Environment <input type="radio"/> Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Executive Summary (2) Agreement

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Stacy Wolfe	Phone: 754-321-3405
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer
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Signature

<i>Maurice Woods</i> 7/30/2019, 2:28:38 PM

Approved In Open Board Meeting On:

AUG 06 2019

By:

School Board Chair

EXECUTIVE SUMMARY

Recommendation to Approve Agreement FY20-031 Community-Based Vocational Education (CBVE) Program

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the recommendation to award the Agreement FY20-031 between the School Board of Broward County, Florida (SBBC), and Publix Supermarkets, Inc. (Publix) for their Community-Based Vocational Education Program. The contract term will start upon execution of both parties through June 15, 2022, two (2) years, ten (10) months with an option for two (2) additional one (1) year renewal periods.

There is no financial impact to the District.

Goods/Services Description

Responsible: Exceptional Student Learning Support (ESLS)

The CBVE is a Community Based Instruction (CBI) program. Every student in high school, grade 12 through transition age twenty-two (22), can participate in CBI depending on their individualized education program (IEP) goals, job assessments, and area of interest. The teacher implements assessments at the start of the school year and determines who will be going to Publix to learn employment skills or independent living skills. The students are transported on a school bus, and they are supervised by a teacher, job coach, or paraprofessional.

This Agreement allows all of the District schools to participate in CBI at any Publix in Broward County. Since Publix is one (1) of the Districts largest employers for people with disabilities, this Agreement is very important to allow students the opportunity to train there. Publix is the training site for the teacher and student.

The CBVE program is designed and executed in such a manner that exceptional students are not classified as Publix employees in accordance with the Fair Labor Standards Act ("FLSA") criteria and are not paid for their participation or activities in the program. Publix gives them the opportunity to apply for a paid position; if the student decides to do so, coaches will assist them with the application process and interview. As soon as the application is accepted, their participation in the CBVE program is terminated.

Procurement Method

Responsible: PWS

Pursuant to Purchasing Policy 3320 and the Department of Education, Rule 6A-1.012, 11(a), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, G, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived for the purchase of professional services.

Financial Impact

Responsible: PWS and ESLS

There is no financial impact to the District.

COMMUNITY-BASED VOCATIONAL EDUCATION AGREEMENT

This COMMUNITY-BASED VOCATIONAL EDUCATION AGREEMENT ("**Agreement**") is made and entered into between The School Board of Broward County, Florida, herein called ("**Entity**") and Publix Super Markets, Inc. herein called ("**Publix**").

DEFINITIONS

Exceptional Individuals means individuals with documented disabilities. Exceptional Individuals may include "**Exceptional Students**" as defined below.

Exceptional Students mean students with disabilities who meet state guidelines for special education.

Community-Based Vocational Education ("CBVE") means a program under the direction of a secondary school system, non-profit organization, association or other entity helping the disabled to prepare Exceptional Individuals for paid employment. Entities who enter into relationships with local participating businesses agree to provide vocational training for qualified Exceptional Individuals based on a training plan, which may be limited to a short-term situational assessment. The CBVE program is designed and executed in such a manner that Exceptional Individuals are NOT classified as employees in accordance with the Fair Labor Standards Act ("**FLSA**") criteria and are NOT paid for their participation or activities in the CBVE program.

TERM AND TERMINATION

This Agreement shall commence upon the execution of all parties and shall conclude on June 15, 2022. The term of the Agreement may, by mutual agreement between SBBC and Publix be extended for two additional one-year periods.

Either party may terminate this Agreement at any time and for any reason upon five (5) days written notice to the other party with no further obligations.

PURPOSE OF AFFILIATION

The Entity and Publix have agreed that it would be mutually beneficial to provide a CBVE program to qualified Exceptional Individuals. The purpose of this Agreement is to specify the conditions of the CBVE program and to identify the roles and responsibilities of the Entity and Publix.

GENERAL PROVISIONS

During the term of this Agreement, the parties will communicate on matters of mutual concern regarding the educational and training programs for participating Exceptional Individuals. The Entity and Publix will mutually agree on training provided in the CBVE program.

Any unforeseen questions or problems arising during the administration of the Agreement or the CBVE program shall be resolved through mutual negotiations and incorporated herein in writing prior to becoming effective.

Participation by Exceptional Individuals in the CBVE program is a non-paid activity of limited duration, for an educational purpose and there is no guarantee, expressed or implied, that participation in such program will result in employment or an offer of employment for the individual.

Both parties agree that no provision of this Agreement and the associated CBVE program shall interfere with Publix policies.

The Entity and Publix agree that there are no third party beneficiaries to this Agreement.

RESPONSIBILITIES AND OBLIGATIONS OF THE ENTITY

The Entity agrees to:

- (a) **appoint a representative to act as the administrator of this Agreement ("Program Administrator").** The Program Administrator shall meet with Publix as necessary to ensure the effectiveness of this CBVE program;
- (b) **appoint a qualified supervisor for each individual participating in the CBVE program ("Coach").** The Coach shall be on site to provide continuous supervision, counsel, and instruction to the individuals in training at a Publix site according to the individual's training plan or assessment;
- (c) require each Exceptional Individual and his or her parent/guardian to acknowledge in writing that the individual is a non-paid trainee in the CBVE program and that the individual is at least sixteen (16) years of age, and to sign a waiver of liability. Copies of such written acknowledgements and waiver shall be provided to Publix upon request;
- (d) provide transportation for the individuals to and from the Publix CBVE sites on training days as agreed to by Publix and the Entity;
- (e) ensure that the CBVE program complies with all applicable laws, rules and regulations. Additionally, the Entity agrees that the Jessica Lunsford Act shall not apply to Publix or its associates involved in the CBVE program. In any event that the Entity, a court, or other regulatory body determines that the Jessica Lunsford Act applies to Publix or its associates involved in the CBVE program, Publix shall have the right to immediately terminate this Agreement with no further obligation;
- (f) inform each individual of his/her responsibilities under this Agreement if nominated to participate in the CBVE program;
- (g) provide liability insurance for off-site vocational training;
- (h) ensure that the Exceptional Individual(s) are appropriately dressed in accordance with any Publix dress code or policy that is communicated to the Entity, and the Entity acknowledges that Publix will not provide the Exceptional Individual(s) with any clothing, Publix uniforms, nametags or other Publix-branded items during participation in the CBVE program;
- (i) maintain and be responsible for all records relative to individual performance; and
- (j) conduct appropriate background checks of the Exceptional Individual, with proper permission and consent from the Exceptional Individual or his or her legal guardian as required by law.

The Entity warrants that the CBVE program is designed and executed in such a manner that individuals are **NOT classified as employees in accordance with the Fair Labor Standards Act ("FLSA") criteria** and that individuals are NOT paid for their participation or activities in the CBVE program.

The Entity expressly acknowledges and confirms to Publix that neither the Entity nor any student, employee, agent, client or contractor of the Entity shall ever be entitled to any benefits provided by Publix, including, without limitation, workers' compensation insurance, unemployment insurance, hospitalization and major medical insurance, or the like, and that the Entity shall be solely responsible for its students, employees, agents, clients or contractors at any time utilized by the Entity in the performance of the CBVE program hereunder.

RESPONSIBILITIES AND OBLIGATIONS OF PUBLIX

Publix agrees to:

- (a) appoint a Publix representative who will work with the Entity to fulfill mutually agreed upon learning experiences for participating Exceptional Individuals;
- (b) identify Publix associates to serve as role-model trainers for the Exceptional Individuals; and
- (c) identify training experiences for Exceptional Individuals and provide on-site training in the mutually agreed to training areas with the assistance of the assigned Coach.

Unless otherwise set forth herein, Publix is under no obligation to provide evaluations or feedback of the Exceptional Individual's performance to Entity. If Publix agrees to do so, the Entity shall be responsible for obtaining appropriate written consent from the Exceptional Individual or his or her legal guardian to share evaluations and/or feedback with the Entity. Entity shall provide Publix with a copy of such consent upon request.

THE ENTITY DISCLOSURE OF EDUCATIONAL RECORDS

Although no student education records shall be disclosed pursuant to this Agreement, should Publix come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

SECONDARY SCHOOLS

Entity has secondary schools in its district and the following provisions shall apply:

- (a) The Coach shall be a qualified Exceptional Student Education ("ESE") teacher.
- (b) Publix will provide input to the ESE teacher using Entity forms for purposes of evaluating Exceptional Student performance and the CBVE program results.
- (c) Entity shall provide Publix with a list of all secondary schools within its district, or that it otherwise has authority over, that have ESE programs to allow Publix to notify such schools of the existence of this Agreement and the opportunities provided hereunder.
- (d) Once this Agreement is fully executed, Entity grants Publix permission to send a copy of the executed Agreement along with a cover letter and/or memorandum explaining the opportunities provided under this Agreement to each school identified by Entity under section (c) above.
- (e) Entity shall rotate Exceptional Students to a different training position so that no student exceeds 120 total hours of training in any single position. If mastery occurs before the end of such period of time, the student will be placed in a different training position.

INSURANCE AND INDEMNITY

As provided for under common law, and to the extent specifically authorized by applicable law, including but not limited to the monetary limitations and defenses provided for in Section 768.28, F.S., each of the parties to this Agreement hereby agrees to indemnify and hold the other party harmless from and against all damages of any nature whatsoever (i) which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party, or (ii) which are caused by or arise out of a failure to obtain appropriate consents or permissions from the Exceptional Individuals or their legal guardians when required by this Agreement. It is further agreed that the liability and exposure for indemnification (including, but not limited to the monetary amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of applicable law.

The Entity agrees to maintain a comprehensive general liability and worker's compensation insurance coverage, or similar coverage via a self-insurance program, in accordance with applicable law.

NOTICE

All notices to Publix shall be directed to the Publix representative signing below at the address set forth below the signature line with a copy to Publix Super Markets, Inc., P.O. Box 407, Lakeland, FL 338020407, ATTN: General Counsel. Notices to the Entity shall be directed to the Program Administrator at the address set forth below the signature line.

ENTIRE AGREEMENT

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of contractual provisions are valid only if in writing and signed by both parties to this Agreement.

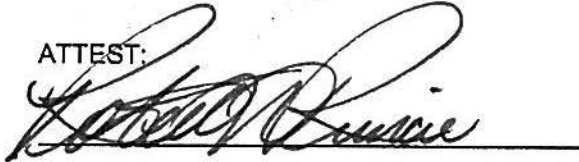
[Remainder of page intentionally left blank. Signature pages follow]

FOR ENTITY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:



Robert W. Runcie, Superintendent of Schools

By 
Heather P Brinkworth, Chair

Approved as to Form and Legal Content:

Digitally signed by Eric

Abend

Reason: Publix 2019

Date: 2019.07.22

12:36:08 -04'00'

Office of the General Counsel

[Remainder of Page Intentionally Left Blank. Signature Page Follows]

PUBLIX SUPER MARKETS, INC.

By: Marcy P. Benton By: _____
an authorized representative

Name: Marcy P. Benton Name: _____

Title: HR Human Resources Title: _____

Date: 7/17/2019 Date: _____

Address: 3300 Publix Corporate Parkway, Lakeland, FL 33811 Address: _____

ATTACHMENT A

PARENTAL PERMISSION FOR EMPLOYMENT
COMMUNITY-BASED VOCATIONAL EDUCATION (CBVE)

CHILD'S DETAILS

First Name: _____

Last Name: _____

Date of Birth: _____

PARENT'S DETAILS

Title: Mr. Mrs. Dr. Ms.

First Name: _____

Last Name: _____

Relationship to the child: _____

Telephone Number: _____ Cell Number: _____

In case of an Emergency, please contact: _____

PROSPECTIVE EMPLOYER'S DETAILS

Company Name: _____

Business Address: _____

PARENTAL CONSENT

I, _____ consent to my child, _____

being employed by _____. This is to verify that my son or daughter is at least sixteen(16) years of age, a non-paid trainee, and is participating voluntarily in the Community Based Education (CBVE) program. I understand that my child is not permitted to work before 6 am or after 10 pm.

Signature of Parent: _____ Date: _____

Print Name: _____