

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2006, 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

whose principal place of business is
8362 Pines Blvd.
Suite 336
Pembroke Pines, FL 33064

WHEREAS, The AGENCY is authorized by the Department of Education to offer registered apprenticeship programs and

WHEREAS, The SBBC is authorized to offer educational programs and

WHEREAS, The AGENCY has indicated its intent to offer its apprenticeship programs through Broward County Public Schools,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.0 **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.** This agreement shall be in effect for a term concluding on June 30, 2007.

2.02 **Coordination.** The responsibility for day to day coordination and supervision of this educational program shall be vested in the AGENCY. The AGENCY shall designate a person to act as liaison with the SBBC for all educational and training

activities in connection with this program. The designated liaisons (teacher/coordinators) will 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, etc.

2.03 **Program Instructors.** The AGENCY shall recruit and employ instructors that must meet the certification requirements as set forth in School Board Policy 4003.1 and assigned classes in accordance with the Florida Course Code Directory. The instructor must also meet all SBBC requirements for employment.

2.04 **Curriculum and Equipment.** The AGENCY shall provide assistance in recommending curriculum and providing all necessary equipment for use in classrooms and laboratories.

2.05 **Registered Standards.** The AGENCY will furnish to SBBC a copy of each program's registered standards as required by the Department of Education for operation.

2.06 **Student Recruitment.** The AGENCY will be responsible for recruiting and assigning all students to the SBBC instructional program.

2.07 **Basic Skills Testing.** The AGENCY agrees to the administration of a state-approved version of the Basic Skills Test to each program participant and provide results to the SBBC. The AGENCY will arrange for, coordinate and monitor the remediation of any students requiring such assistance in order to pass the basic skill levels for their program as specified in the State Curriculum Frameworks.

2.08 **Program Documentation.** The AGENCY will 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 meet Florida Statutes or Florida Department of Education Rules. The AGENCY will provide all paperwork necessary (WDIS reports) 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, the AGENCY will maintain the confidential nature of any student records provided to it.

2.09 **Student Work Assignments.** The AGENCY will 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 work site.

2.10 **On the Job Training Support.** SBBC will provide the AGENCY all the forms and letters necessary to support the OJT portion of the apprenticeship program.

2.11 **Monitoring Compliance.** SBBC reserves the right to monitor compliance with applicable Florida Statutes or Florida Department of Education Rule regarding the assignment of students to the instructional program. To ensure that the SBBC is offering

and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards, the following requirements will be met:

- A. The apprenticeship program and all participants reported for funding have been 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.
- C. The funding reported per student for OJT will not exceed forty (40) hours per week, 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 must be provided to each apprentice for not less than 144 hours per year, and not more than 200 hours per year, and has been approved by the AGENCY and the SBBC.
- F. 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 Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices. This ratio must be in accordance with the requirements as stated in the SBBC Apprenticeship Coordinator's Handbook.
- H. The records are available documenting coordination of related instruction with on-the-job training.
- I. The administration of the program and the general welfare of the apprentices are the responsibility of the AGENCY.
- J. The SBBC, at its option, may desire to account for funds paid to the AGENCY through an independent audit at SBBC's expense. If the SBBC elects to exercise this option, the Superintendent of Schools shall give the AGENCY ten (10) calendar days prior notice by United States Postal Service certified mail, return receipt requested. The AGENCY shall cooperate with the SBBC employees, appointees, and/or agents as they attend to their assigned task. Upon development of a final report, the

AGENCY shall be given twenty (20) calendar days to react and draft a response which shall be included in the report to SBBC.

2.12 **Payments to the AGENCY.** Payments to the AGENCY will be from funds generated through the Workforce Education Program as reported to the Department of Education. There is no additional financial impact to the SBBC through this agreement.

2.13 **Compensation Rate.** SBBC will compensate the AGENCY at the rate of \$1.00 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 - \$1.00 per hour up to a maximum of \$200. The Agency will only be funded for the actual number of classroom training hours as specified in their apprenticeship standards, not to exceed 200 hours. (This option is only available to Agencies having their own classroom/lab facilities.)
- ON-THE-JOB TRAINING - \$1.00 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 included in the SBBC Apprenticeship Coordinator's Handbook.

These funds must be used to pay for: instructors' salaries/benefits for the Industrial Cooperative Education training component; program promotion; instructional materials and supplies; equipment upgrade, 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, etc. The AGENCY will assure the SBBC that all funds generated under this agreement will be maintained in a separate account, and that all expenditures shall be used to support the programs that generated the funds. The financial component of this Agreement will be reviewed and adjusted if needed on an annual basis at the time of renewal.

2.14 **Financial Reports.** The AGENCY will provide a quarterly budget/financial status report of program expenditures and balances to the superintendent (designee). Reports are due the last business day of each quarter (July, October, February, and June). This report should reflect the SBBC allocation, which is allocated for operational expenses as outlined in number 2.13 above.

2.15 **Payment Schedule.** The SBBC shall make initial payment to the AGENCY upon final Budget Adoption by the SBBC. The initial payment shall cover all invoices received to date. From that time, equal payments shall be monthly/quarerly, provided the AGENCY has invoiced the Board for the agreed upon amount at least twenty (20) calendar days prior to the payment due date. The AGENCY payments shall be based upon an equal distribution generated by full time equivalent students enrolled and counted in the AGENCY's educational program. If, at any time during the term of this agreement, the Florida Department of Education or SBBC adjusts the SBBC formula

allocation of funds, said increase or decrease shall be passed along to the AGENCY on a pro rata basis.

2.16 **Funding Count Surveys.** The AGENCY's full time equivalent membership shall be counted during the official survey periods (Survey 1, 2, and 3) as established by the Budget Department of the SBBC. All registered apprentices submitted for funding must have a current apprenticeship agreement on file with the State of Florida. Students must be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period of time. Failure by the AGENCY to meet enrollment projections during these established periods shall result in a reduction of funds and an appropriate adjustment in monthly payments.

2.17 **State Audits.** In the event the AGENCY violates any state law, Florida Department of Education Rule, School Board Policy, and/or other covenant set forth herein, and said violation results in a loss of funding to the SBBC, the AGENCY shall reimburse the SBBC for the full amount of the loss. This provision shall remain in force, even if this agreement is terminated, for a period of three (3) years or until the state audits are conducted, whichever occurs first.

2.18 **Certificate of Insurance.** The AGENCY shall furnish the SBBC a Certificate of Insurance evidencing all types and amounts of insurance coverage required by this agreement have been obtained and are in full force and effect within fifteen (15) days of notification by the SBBC. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify the SBBC of any material change in coverage or cancellation. The following insurance related requirements will also be required:

A. All insurance policies shall be issued by companies authorized to do business under the laws of the state of Florida. All insurance companies providing policies required under this contract shall have at least an "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

B. All insurance policies required under this agreement shall be endorsed to be primary of all other valid and collectible coverage maintained by the SBBC. The SBBC shall be named as an additional insured under the commercial general liability policy.

C. The SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the life of this agreement.

D. Neither approval by the SBBC, nor failure to disapprove the insurance provided by the AGENCY shall relieve the AGENCY of full responsibility to provide the insurance as required by this agreement.

E. In the event the AGENCY utilized external entities in conjunction with the specific services provided under Article 2.1.3 of this agreement, the AGENCY shall

verify that all such entities maintain insurance of the type amount and classification required by these provisions.

F. For the purposes of this provision, "subcontractors" are those individuals or entities not directly employed by the AGENCY, but are utilized by the AGENCY to provide services directly related to the AGENCY's responsibilities under the terms of this Agreement. For the purpose of this provision, the term "subcontractor" shall not apply to apprentices or employers of apprentices.

G. The AGENCY will not be permitted to provide any products or services under this agreement until the AGENCY has obtained all insurances required hereunder and such insurances have been approved by SBBC. No payment will be made under the agreement until satisfactory evidence of insurance is received.

H. The AGENCY shall maintain Commercial General Liability insurance at a limit not less than \$1,000,000 per occurrence. The policy shall cover liability arising from premises operations, independent contractors, products – completed operations, personal injury and advertising injury, and liability assumed under insured contract.

I. The AGENCY shall maintain Business Automobile Liability insurance covering all owned, non-owned and hired vehicles operated by the AGENCY employees in amounts not less than \$200,000 per occurrence combined single limit for bodily injury and property damage.

J. The AGENCY shall maintain Workers' Compensation insurance for all of its employees connected with the provided serves as described in this agreement in accordance with Florida Statutory limits, and Employers Liability insurance with a limit of not less than (\$100,000/\$500,000/\$100,000) per accident. In the event the AGENCY utilized a professional employer organization arrangement, the AGENCY must still provide evidence of Worker's Compensation coverage for the AGENCY (the AGENCY identified as first named insured).

2.19 **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.

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

2.21 **Property.** It is understood that all equipment supplies, and materials purchased under this agreement remain the property of the Board. Equipment over \$1,000.00 in value must be numbered and accounted for per School Board policy.

2.22 **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.

2.23 Background Screening.

Agency agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Agency and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Agency or its personnel providing any services under the conditions described in the previous sentence. Agency will 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 Agency and its personnel. The Parties agree that the failure of Agency 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. Agency 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 in Agency's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

2.24 Indemnification.

A. By SBBC: The SBBC agrees to be fully responsible for its acts of negligence or its agent's 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 The AGENCY: The AGENCY 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 the AGENCY, its agents, servants or employees; the equipment of the AGENCY, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of the AGENCY or the negligence of the AGENCY 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 the AGENCY, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any AGENCY to which sovereign immunity may be applicable.

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 manner arising out of any contract.

3.03 **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled by either party during the term hereof upon ninety (90) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire 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.

3.07 **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.

3.08 **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.

3.09 **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. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations including School Board Policies and Board Operating Procedures in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** 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 to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

3.14 **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.

3.15 **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.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be

considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must 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: John J. Miracola, Director
Career, Technical and Adult/Community Education
600 Southeast Third Avenue – 11th Avenue
Fort Lauderdale, Florida 33301

To The AGENCY: Louis Thomas Gee
Advanced Education Apprenticeship
8362 Pines Blvd., Suite 336
Pembroke Pines, FL 33064

With a Copy to: Robert Crawford, Director
Atlantic Technical Center
4700 Coconut Creek Parkway
Coconut Creek, Florida 33066

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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 this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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)
BROWARD

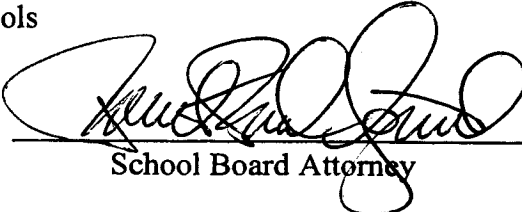
THE SCHOOL BOARD OF
COUNTY, FLORIDA

ATTEST:

By _____
Benjamin J. Williams, Chair

Franklin L. Till, Jr., Superintendent of Schools

Approved as to Form:



School Board Attorney

FOR Advanced Education Apprenticeship

(Corporate Seal)

Advanced Education Apprenticeship Training, Inc
Name of Corporation or Agency

ATTEST:

By Lewis T. Gee, Director
Name and Title

_____, Secretary

-or-
[Signature]
Witness
[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the School 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 MARCH, 2006 by LEWIS T GEE of _____
Name of Person

ADVANCED EDUCATION APPRENTICESHIP TRAINING 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 – Notary Public

(SEAL)

JENNIFER STAMENKOVIC
Printed Name of Notary

DD320182
Notary's Commission No.

