

AGREEMENT

THIS AGREEMENT is made and entered into as of this
____ day of _____, 2012,

Between

AMERICAN SOCIETY OF TRANSPORTATION AND LOGISTICS

(hereinafter referred to as "ASTL"),

a professional organization that facilitates education and certification in the fields of
transportation, logistics, and supply chain management,
whose principal place of business is

4567 St. Johns Bluff Road, S.

University Center DOCE

Jacksonville, Florida 32224

And

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

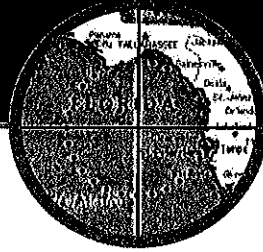
For support to the grant entitled, "Florida's International Trade and Logistics, (FIT&L)", The said parties do agree as follows:

ASTL and SBBC have reached agreement in principle to cooperatively develop a Global Logistics and Supply Chain or Advanced Manufacturing Career Academy for the grant Florida International Trade and Logistic (FIT&L) synergistic outreach program for the logistics and supply chain management disciples in Broward County, Florida.

Each FIT&L grant awardee will receive one-time start up funding in the amount of \$13,500.00 directly allocated for use in the logistics and advanced manufacturing career academies. In addition, the Advanced Manufacturing academy will receive grant approved curriculum for up to 40 students in the Advanced Manufacturing Academy and the Global Logistics academy will receive curriculum for up to 80 Global Logistics students.

The objective of this grant is for the following:

1) Establishment, expansion and sustainability of International Trade and Logistics and Integrated Logistics and Advanced Manufacturing Career Academies throughout the state with a geographic focus on the deepwater seaports, inland ports and air cargo transportation hubs of the state;



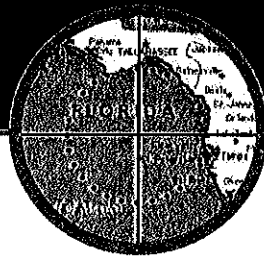
- 2) To provide technical assistance and support to the newly established district secondary school career academies;
- 3) To expand efficient, effective, relevant International Trade and Logistics and Advanced Manufacturing Career Academies within Florida's secondary schools;
- 4) Provide analysis of students attending and preparing for industry-recognized certifications and the impact the academies will have on the state's talent development;
- 5) Develop service agreements with secondary schools should be implemented with Employ Florida Global Logistics Banner Center and the Employ Florida Banner Center for Advanced Manufacturing; and
- 6) Create a mentoring partnership with subject matter experts from the industry to achieve the goal of building relationships with their ports, manufacturers, and the workforce board.

Each Florida International Logistics Career Academy and Advanced Manufacturing Career Academy will be customized to meet the training needs of each port (inland and sea) and/or hub and the long term workforce talent needs of the geographic region and tied to national certifications and work experience such as internships and externships. Training within the academies should include but are not limited to, foreign language, international culture, safety, finance, international trade regulations, the how-to of exporting, entrepreneurship, marketing, manufacturing processes, supply chain management, and other offerings, depending on the needs of the geographic region and its port/hub and businesses.

This Agreement is to serve as a foundation for the relationship of the parties established hereby and as a point of entry to further discussions on the matters of substance identified by the parties hereinafter or as may be later identified as follows:

The American Society of Transportation and Logistics and the SBBC agree to:

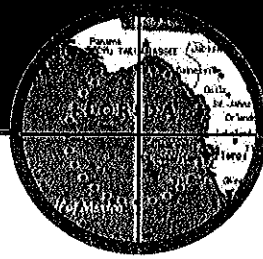
- ◆ Develop a supporting Advisory Committee, or integrate the Academy's Advisory Committee into the regional Advisory Committee structure
- ◆ Attend the Statewide FIT&L Advisory Council meetings (teleconference if available)
- ◆ Attend Statewide the FIT&L Education Consortium Meetings (teleconference if available)
- ◆ Provide curriculum resources for career academy start up that may include foreign language components, culture, finance, trade, entrepreneurship, marketing, and manufacturing/supply chain learning



- ◆ To secure required Business Partner Letters of Commitment with submittal of grant application
- ◆ To coordinate with ASTL to become an approved test site for the Global Logistics Associate certification exam
- ◆ Align the CAPE Academy with the approved Florida Department of Education program for the Global Logistics and Supply Chain Technology framework number 9503100 and the Automation and Production Technology number 9200100 or Engineering Technology Frameworks number 8607000, during the year in which the grant is awarded
- ◆ Provide the SBBC's approval documentation of the Global Logistics and Supply Chain Technology FLDOE framework or either the Automation and Production Technology or Engineering Technology framework and Technology or Engineering Technology framework and time line for first classes including start dates for the new CAPE Career Academy
- ◆ Align program with the national Global Logistics Associate (GLA) certification or the MSSC CPT certification
- ◆ Utilize the Florida Department of Education student tracking system
- ◆ Utilize the FIT&L provided marketing resources (brochures, website, video and PSA) to create awareness and recruit students
- ◆ Develop a plan for student internships and teacher externships
- ◆ Develop a proposed plan for adhering to the ten (10) requirements that are contained within the NCAC National Standards of Practice and register the CAPE Academy on the STEM Florida website and integrate STEM requirements within their academies
- ◆ Develop a sustainability plan that highlights what has occurred within the academy, lessons learned, best practices and next steps (how the academy will continue). Provide to program manager by August 31, 2012
- ◆ And, develop teacher externships for each career academy (The internships and externships will be posted and identified through Employ Florida Marketplace (www.employflorida.com) and/or STEMflorida (www.STEMflorida.net.)

Each party agrees to continue discussions in good faith intending to further refine and develop the areas of agreement for subsequent enlargement and definition of the relationship created by this Agreement.

The parties agree that the administrators who will manage this Agreement are Anna Rossano-Arnold, Project Manager and Alan Strauss, Principal, South Broward High School for SBBC.



STANDARD TERMS AND CONDITIONS:

1. Neither party shall use the other party's name, trademarks or logos without the express written consent of that party.

2. Indemnification. 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 ASTL: ASTL 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 ASTL, its agents, servants or employees; the equipment of ASTL, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of ASTL or the negligence of ASTL 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 ASTL, SBBC or otherwise.

3. Nothing contained in this Agreement shall grant, imply, or intend that either party shall have any right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind the other party contractually in any manner whatsoever absent the other party's joinder in writing.

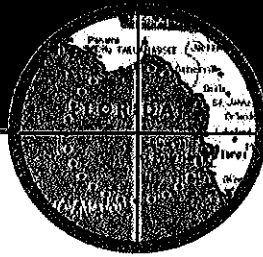
4. Notice shall be effective if delivered by U.S. Certified Mail, Return Receipt Requested, or by recognized overnight courier delivery to the respective Administrators identified by each party.

5. Any amendment or modification of this Agreement must be in writing and signed by an authorized representative of the parties.

6. Each party and the person signing this Agreement represents and warrants that they are authorized to sign this Agreement on behalf of their respective organization as the act and deed of that organization.

7. Funds will be distributed within sixty (60) days of acceptance of the Agreement by Workforce Florida, Inc. and ASTL.

8. This Agreement may be terminated by either party upon thirty (30) days written notice to the other parties. If this Agreement is terminated by SBBC within one year of the fully executed document all grant monies in the amount of \$13,500 and 80 sets of curriculum shall be returned to ASTL.



9. Nothing herein shall be construed as a waiver of rights or limits to liability existing under Section 768.28, Florida Statutes.

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

FOR SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

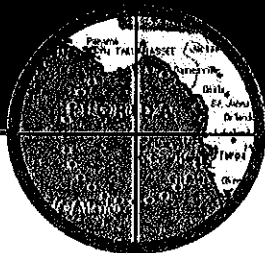
ATTEST:

By _____
Ann Murray, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel



FOR ASTL

AMERICAN SOCIETY OF TRANSPORTATION
AND LOGISTICS

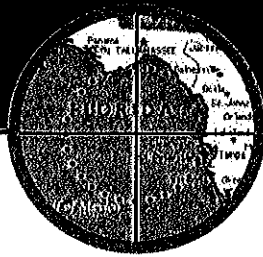
ATTEST:

By _____

, 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 _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of

_____, 20__ by _____ of
Name of Person

_____, 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

(SEAL)

Printed Name of Notary

Notary's Commission No.