

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Meeting Date <b>7/23/13</b>	<p align="center"><b>Open Agenda</b>          Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p align="center"><b>Special Order Request</b>          Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
		Agenda Item Number <b>F-1</b>

**TITLE:**  
 Individual Training Agreement (#2013-2017-ITA-2328) between WorkForce One Employment Solutions and The School Board of Broward County, Florida

**REQUESTED ACTION:**  
 Approve the continuation of the Individual Training Agreement (#2013-2017-ITA-2328) between WorkForce One Employment Solutions (WF1) and The School Board of Broward County, Florida. The term of the agreement shall begin on the date the Agreement is executed by all the parties and shall terminate with the completion of the training of the last participant referred by WF1 to Contractor or June 30, 2017, whichever date comes later.

**SUMMARY EXPLANATION AND BACKGROUND:**  
 The Federal Workforce Investment Act (WIA) governs the Individual Training Agreement process through WorkForce One Employment Solutions.  
 The Individual Training Agreement facilitates the delivery of occupational skills training on an individual basis to students referred by WorkForce One Employment Solutions to the Broward Technical Centers. Pell grants, scholarships, financial assistance grants and WIA funds will be used to pay student tuitions, registrations, and lab fees. Referrals will be dependent upon individual student needs, fund availability, and WorkForce One Employment Solutions policies governing individual referrals.  
 Approval of this agreement will allow the School Board to provide training at Broward Technical Centers, in adherence to the terms and conditions outlined in the existing Individual Training Agreement.  
 This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**  
 •Goal 1: High Quality Instruction  
 •Goal 2: Continuous Improvement  
 •Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
 There is no financial impact to the District.

**EXHIBITS: (List)**  
 Individual Training Agreement (#2013-2017-ITA-2328) between WorkForce One Employment Solutions and The School Board of Broward County, Florida

<p align="center"><b>APPROVED</b></p> <p align="center"><small>(For Official School Board Records' Office Only)</small></p>	<p><b>SOURCE OF ADDITIONAL INFORMATION:</b>          Dr. Marie Wright <span style="float:right">754-321-1850</span>          John Felser <span style="float:right">754-321-8435</span></p>
<small>Name</small>	<small>Phone</small>

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
 Chief Academic Officer  
 Office of Academics

*MWA for CAO*

**JUL 23 2013**

Approved in Open Board Meeting on: \_\_\_\_\_  
*Laurie Rich Levinson*  
 \_\_\_\_\_ School Board Chair

**INDIVIDUAL TRAINING AGREEMENT**

**Agreement # 2013-2017-ITA-2328**

**BETWEEN**

**WORKFORCE ONE EMPLOYMENT SOLUTIONS**

**And**

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

AGREEMENT NO. 2013-2017-ITA-2328

This Agreement entered into on this 23<sup>rd</sup> day of July, 2013 by and between WorkForce One Employment Solutions, hereinafter referred to as WF1, and The School Board of Broward County, Florida, a body politic, hereinafter referred to as Contractor. In consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

The term of this Agreement shall begin on the date the Agreement is executed by all the parties and shall terminate with the completion of the training of the last participant referred by WF1 to Contractor or June 30, 2017, whichever date comes later.

ARTICLE I

ORGANIZATIONAL STATUS AND INFORMATION

1.1 Contractor Status

- 1.1.1 Contractor hereby certifies that it is an approved institution by the State Board of Education, authorized or licensed by the Florida Department of Education to operate as a degree and/or certificate granting institution in accordance with the requirements set forth by the Florida State Statutes, to provide the course(s) of training described in their application to WF1.
- 1.1.2 Contractor warrants that the courses which a participant needs to complete training in the occupational area approved by WF1 are those courses in the Contractor's Course Catalogue and Contractor warrants that these courses or their equivalent, with no increase in the length of training or price, will remain available until the participant completes training in accordance with the State Board of Education or Florida Department of Education guidelines governing curriculum and course availability.
- 1.1.3 Contractor shall identify a Contract Liaison within five (5) days of the execution of this Agreement and shall notify WF1 in accordance with the Notice section under this Agreement whenever there is a change to that individual.

## 1.2 Change in Status

- 1.2.1 Contractor certifies that its' legal name is as it appears in the introductory paragraph of this Agreement and that any name change will be reported to WF1 within thirty days (30) of such action. Should Contractor fail to notify WF1 of a name change, WF1 will immediately suspend referrals until such time as notice is received.
- 1.2.2 Contractor shall immediately inform the WF1 of changes in location, accreditation status, licensure, certification, and certificate or issuing capacity.
- 1.2.3 Contractor shall immediately inform the WF1 of changes to its degree requirements affecting courses of study on the WF1 Individual Training Account (ITA) list.

## ARTICLE II

### SCOPE OF SERVICES

#### 2.1 TRAINING TO BE PROVIDED

- 2.1.1 Contractor agrees to provide training at its licensed facility, on-line or at an externship site.
- 2.1.2 Contractor agrees to provide training as specified in the Training Voucher presented to the Registrar by WF1 participants.
- 2.1.3 Contractor understands that this Agreement does not obligate WF1 to refer students.
- 2.1.4 Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and hours per course as outlined in the Contractor Course Catalogues approved for the student at the time of their enrollment as described on the WF1 ITA List.
- 2.1.5 The courses of study into which WF1 students may be enrolled are limited to courses of study on the list of high demand occupations contained in the State of Florida's Targeted Occupations List (TOL) and those approved by WF1 governing Boards from the list of approved schools and courses of study issued by the State of Florida and called the Eligible Training Providers List (ETPL).

## 2.1.6 Participant Training Vouchers, Referrals and Assessment

- a. Contractor may refer prospective applicants to WF1 for program eligibility determination so that they may receive financial assistance for a course of study.
- b. To assure that WF1 participants are capable of attainment of the skills to be learned through Contractor's course of training, Contractor shall provide WF1 with the grade level at which textbooks for the individual courses of study are normed at the time of submission of their application for each individual course of study requested to be added to the ITA List.
- c. Regardless of WF1's participant/applicant scores on Contractor's entrance exams, WF1 reserves to itself the right to assess participant/applicants as required by the state using nationally recognized assessment instruments such as the TABE test to determine whether the participant/applicant has the literacy and numeracy skills to be successful.
- d. Participant/applicant TABE assessment scores which indicates that a prospective student/applicant is not within one grade level of the text book grade level provided to WF1 for the course to which the participant has applied, will result in the participant being counseled and denied approval for the individual training account needed for the student/applicant to attend the course of study at Contractor's school.

2.1.7 The approval of Training Vouchers for a course of study is subject to performance by Contractor. Following WF1 governing boards' approval to add a course of study to the ITA list, Contractor shall be limited to ten (10) WF1 student/participants for each course of study from the date that the contract is signed until such time as the seventy percent (70%) training-related placement rate can be documented, through Florida Education and Training Placement Information Program (FETPIP) as described in Article 6.1.1 below.

2.1.8 From time to time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from the WF1 Special Projects Program Manager.

2.1.9 Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old as they will be considered expired and WF1 shall not be obligated to reimburse for those Training Vouchers.

## 2.2 Pell Grants And Other Financial Aid

- 2.2.1 Contractor agrees that their Financial Aid Office will assist WF1 participants in determining their eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance and other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
- 2.2.2 Contractor agrees to provide WF1 with the amount of a participant's PELL grant award, or a copy of the participant's Student Aid Report or other document evidencing that the student has been awarded or denied a PELL grant or other financial aid and the manner in which the PELL grant or other financial aid will be disbursed, within thirty (30) days of receipt by the Contractor of notification of the award. This can be transmitted by FAX, email, or through some other system agreed to by WF1 and Contractor. WF1 will require students to provide a release form, if required by Contractor so that WF1 can get this information. A copy of the release will be sent to Contractor.
- 2.2.3 WF1 will issue an initial training voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to WF1 by Contractor.
- 2.2.4 Contractor agrees that they will not collect tuition more than one time for each individual WF1 participant referred. Contractor may not seek or apply Workforce Investment Act (WIA), and/or Welfare Transition Program (WTP) funds to the total tuition costs for the same participant. Contractor may not combine PELL and WIA or PELL and WTP funds if the combination of the payments will be in excess of the total tuition listed in the publicly advertised catalogue. Contractor agrees to accept the WIA and/or WTP payment made by the WF1 as full payment for the tuition and shall not withhold any PELL or other grants in aid or scholarships or in any way hold the participant responsible for any unpaid tuition regardless of whether participant completes training or not except where the WF1 payment and the PELL, other grants in aid, or scholarships are less than the Contractor's tuition, in which case Contractor may also retain the PELL and other financial aid payments. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the Participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of WIA/WTP funds.
- 2.2.5 Contractor agrees to immediately inform WF1 if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility.

- 2.2.6 Contractor will not defer or delay payments of PELL or other financial assistance to students.

### ARTICLE III

#### COMPENSATION

##### 3.1. Tuition, Fees, and Training Vouchers

- 3.1.1 Contractor shall be responsible for the day-to-day administration, coordination, and operation of its program including fiscal and administrative record keeping and documentation.
- 3.1.2 Entry into this Agreement for purposes of payment is based on the advertised tuition or price as contained in the Contractor's Catalogue advertised to the general public. Deviations from that price even if contained in Contractor's Application submitted to WF1 for a course of training to be placed on the ITA List will not be honored. Reimbursement for WF1 participants' tuition may not exceed the advertised total tuition costs or price as contained in the catalogue published for the general public.
- 3.1.3 Payments to Contractor shall be subject to the terms and conditions of this Agreement.
- 3.1.4 The Training Voucher may cover enrollment, tuition, and registration fees minus any scholarships or other financial aid per student, including book and lab fees and other fees, as applicable, pursuant to the Training Voucher, which cannot exceed the amount of the individual training account cap approved by the WF1 governing boards, regardless of whether this amount covers the total cost of participant's tuition, registration, testing, books, and lab fees. The amount of the individual training account cap is subject to change and notice will be provided in accordance with the Notice section under this Agreement.
- 3.1.5 WF1 shall not be obligated to pay in excess of the individual training account amount approved for a participant.
- 3.1.6 The individual training account is an amount which is determined by the WF1 governing boards, as available, to pay for training for an eligible individual registered and enrolled in a WF1 funded program. Neither Contractor nor Individuals have any property rights which attach to individual training accounts and may not access more than the amount necessary to pay for their tuition for the approved course into which they are enrolled or the limit set on the amount of the Individual Training Account by the WF1 governing Board, whichever amount is lower.

- 3.1.7 Policies regarding payment for books, tools, related expenses, and lab fees shall be subject to the WF1 policies regarding their inclusion or non-inclusion in the individual training account limitation per participant.
- 3.1.8 Contractor is responsible for verifying costs to be included in the Individual Training Account cap to be paid by WF1 for each individual enrolled prior to or simultaneous with a participant's enrollment. In the event the tuition and related expenses are less than the Individual Training Account cap set by the WF1 governing boards, WF1 shall only be obligated to pay the actual cost of the tuition and approved related expenses.
- 3.1.9 Contractor agrees to accept the WF1 Training Voucher in order to register and enroll a participant in lieu of a cash or check. Each Training Voucher will list the course selections and other items allowable for that participant. Contractor shall submit invoices to WF1 for each Training Voucher submitted and accepted by Contractor.
- 3.1.10 Contractor prices may change from the time of their approval for inclusion on the ITA List. Contractor agrees to maintain the price proposed at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. However, WF1 shall allow Contractor to submit adjustments to their price schedule in May of each year to be effective July 1 through June 30 of the following program year period. In no case does WF1 agree to pay in excess of the cap set for Individual Training Accounts/Vouchers by the WF1 governing boards.
- 3.1.11 The payment of tuition and fees by WF1 for participants who withdraw or drop courses shall be governed in accordance with Contractor's withdrawal and drop/add policies. Contractor shall return all refunds or credits to WF1 within forty-five (45) business days of the event resulting in the credit with sufficient information to identify the student/participant associated with the refund or credit.

## 3.2. Invoices

- 3.2.1 WF1 shall pay tuition and fees on a semester basis in accordance with the Contractor's tuition policy for all WF1 students enrolled in a Contractor course of study within forty five (45) days of receipt of the invoice accompanied by the original Training Voucher.



3.2.2 Contractor shall date stamp Training Vouchers when they are received. In order to receive payment, Contractor shall submit an invoice to WF1 within forty five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, including change fees, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty five (45) days of receipt of the Training Voucher shall be voided and WF1 will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for WF1 to reimburse for the Training Voucher.

### 3.2.3 Invoice Errors

Contractor shall be trained on the correct way to submit invoices for the reimbursement of expenses. Following the training, Contractor will receive a written warning from WF1 if Contractor submits invoices:

- a. Containing mathematical errors, or
- b. Which seek reimbursement for items not covered by the budget, or
- c. Which are late, or
- d. Which do not have the appropriate supporting documentation.

3.2.4 Upon final payment to Contractor of amounts due at the end of each program year under this Agreement, less any credits, refunds, or rebates due to WF1, Contractor hereby releases and discharges WF1 from any financial claims arising from this Agreement for that program year. To be entitled to payment, invoices must be received from Contractor within forty five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited and the WF1 will not honor any requests submitted after the aforesaid time period.

## ARTICLE IV

### CONTRACT DOCUMENTS

#### 4.1 Incorporation of Documents by Reference

4.1.1. This Agreement incorporates by reference the following documents as if fully set forth herein:

- a. The Contractor Course Catalogue which is on file with Contractor and a copy of which has been provided to WF1.
  - b. The Training Voucher(s).
  - c. Certification regarding Debarment and Suspension.
  - d. Certificate of Insurance.
  - e. Drug Free Workplace Form.
  - f. Lobbying Certification.
  - g. Assurances and Certifications.
  - h. A Copy of the licenses/approvals from Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the WF1 governing Boards has designated as necessary to meet licensing and accreditation criteria thereby making Contractor eligible to be on the ITA List.
  - i. Accreditation Information, Institutional and/or Programmatic.
  - j. Vendor Information/Identification Form.
- 4.2.1. The documents referenced above shall be referred to collectively as the "Contract Documents." Where there is a conflict between them, the documents shall control in this order:
- a. The Contract Provisions.
  - b. The Training Voucher.
  - c. The Contractor Course Catalogue submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.

## ARTICLE V

### TERMINATION, SUSPENSION AND FAILURE TO PERFORM

#### 5.1 Termination

- 5.1.1 Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Agreement or such shorter period as may be mutually agreed to by WF1 and Contractor. Contractor will be entitled to receive payments for tuition in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. WF1 shall not be liable for any expenses incurred by the Contractor after the effective date of termination of the Agreement or any Amendment hereto.
- 5.1.2 Any termination or suspension notice shall be by written notice from WF1 to Contractor or from the Contractor to WF1 in accordance with the Notice section under this Agreement. In the event of a termination, which is not for cause, Contractor shall be entitled to payment for approved incurred costs through the date of termination in accordance with the payment provisions under this Agreement and only to the extent that funds are made available to WF1 to make such payments.
- 5.1.3 The Parties hereby agree and understand that all tuition payments are contingent upon the availability of federal funds and the continued authorization for program activities under the Workforce Investment Act and/or Welfare Transition Program as applicable. WF1 may immediately terminate this Agreement or provide notice regarding the lack of funds to continue payment of tuition for individual students if for any reason either the US DOL or the State of Florida fails to provide funds for the Grant through which this Agreement is funded.
- 5.1.4 WF1 may terminate this Agreement at any time that the WF1 authorized representative determines that:
- a. Contractor has failed to provide the course of study or any of the services Contractor has contracted to provide under this Agreement or in its Course Catalogue, or
  - b. Contractor has failed to comply with Workforce Investment Act or Welfare Transition Program requirements affecting PELL or other grants in aid or the training to be provided, or
  - c. Contractor's school is not located at the address authorized by the Florida Department of Education, or

- d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education, or
- e. Contractor is charging WF1 participant/students a tuition different from that offered to the general public for the same course of study, or
- f. Contractor has failed to take corrective action after being asked to do so as a result of a monitoring visit, review, or findings report issued to the Contractor regarding the provision of the course of study into which participants are enrolled including any action which jeopardizes the funds or program made available under this Contract, or
- g. Contractor's school and/or course of study have had its accreditation suspended or lost its accreditation, or
- h. If more than fifty percent (50%) of the course's total enrollment is comprised of WF1 or other WIA supported participants, or
- i. If it is found that the training is not in accordance with that which was approved by the WF1 governing Boards, or
- j. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ITA List, or
- k. If a course of study approved to be on the ITA List is no longer considered to be in demand because it ceases to be on the State of Florida Targeted Occupations in Demand List for Broward County, or pursuant to WF1 governing Boards' policy the occupation is deemed to be saturated because there are more applicants than there are jobs, or
- l. If the school or a course of study which was eligible for Title IV federal assistance through PELL grants loses its eligibility to receive PELL grants for its students or for a course of study, or
- m. If the course of study is materially changed in terms of additional hours to complete the course and/or an increase in tuition.
- n. If following a visit or receipt of information regarding Contractor, WF1 deems the course of study or school to be detrimental to WF1 participants, or
- o. Contractor has not met the required performance as described below in Article 5.3, or

- p. If there have been no enrollments into Contractor's courses of study on or within any twelve (12) month period during the term of this Agreement, or
- q. If Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.

## 5.2 SUSPENSION

### 5.2.1 WF1 may suspend Contractor's Agreement:

- a. For any of the reasons listed in Article 5, section 5.1.4
- b. WF1 may suspend referrals to a course of study in the event that the Contractor delays the start date of training by more than five (5) business days.
- c. WF1 may suspend referrals to a course of study in the event that the occupational training does not result in an average minimum entry wage required for Broward County pursuant to WF1 governing Boards' policy.
- d. WF1 may suspend Contractor's Agreement if the documents necessary to complete the Contract file are not provided, including but not limited to appropriate resolutions identifying the signor, or incomplete Execution pages due to an unauthorized signor, or the name provided is not the correct legal name of the entity.

## 5.3 FAILURE TO PERFORM

5.3.1 WF1 may terminate this Agreement or suspend referrals to an approved course of study on the WF1 ITA list of approved courses if a minimum of seventy percent (70%) of the students enrolled by WF1 and who complete their training are not placed in training related jobs within ninety (90) days following the completion of training or within a period approved by the WF1 governing Boards from the date of completion of training. This determination will be based upon:

- i. A denominator consisting of the number of WF1 participants enrolled in the course that successfully complete the training and a numerator consisting of those individuals who successfully complete training and are placed into a training related job within the time period approved by the WF1 governing Boards from the date of completion of training.

- ii. Training related placement performance will be reviewed by WF1 on a bi-annual basis.

5.3.2 If performance is not met, the course of training will be removed from the ITA List. Referrals will continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply to be included on the WF1 Eligible Training Provider List.

## ARTICLE VI

### GENERAL REQUIREMENTS

#### 6.1 REPORTS

##### 6.1.1 Submission of Reports

- a. Contractor agrees to file course completion and placement information for WF1 students with the Florida Education and Training Placement Information Program (FETPIP) Office of the State of Florida and to provide WF1 with copies of the FETPIP report annually or upon WF1's request.
- b. Contractor shall provide a copy or evidence of a license, certificate, or degree, if any obtained by WF1 participants, as well as any academic or equivalent degree, or such other skill certificate as may be awarded to graduates of Contractor's program even if the participant has an outstanding balance with the school. Contractor may provide WF1 with a list of the students and the certificate or degree they have obtained on their letterhead.
- c. Contractor agrees to provide WF1 with the financial records of WF1 participants applying to (or enrolled in) Contractor's college, university, or institution.
- d. Contractor agrees to provide WF1 with tuition information provided to the general public and certifies that the tuition charged for WF1 participants is not more than that charged to the general public.
- e. Contractor agrees to provide WF1 with such additional information as may be required by the State of Florida.
- f. Contractor agrees to notify WF1 if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.

### 6.1.2 Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training

- a. Contractor agrees to notify WF1 within five (5) business days of a participant's formal withdrawal, absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
- b. Contractor agrees to notify WF1 when a participant successfully completes the training program and will provide WF1 with a copy of the certificate of completion or the degree.

## 6.2 Maintenance of Records and Monitoring

- 6.2.1 Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Agreement or any Amendment hereto for five (5) years following the expiration of this Agreement.
- 6.2.2 In the event of an audit or monitoring finding, claim, litigation, negotiation or other action involving this Agreement or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- 6.2.3 Contractor agrees to allow authorized representatives of WF1, the Florida Department of Economic Opportunity, (DEO) the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor, (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and payments covered under this Agreement. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws"). Contractor agrees to accept the WF1 Disclosure Form signed by students whose tuition is in whole or in part paid for by WF1.

## 6.3 Notice

- 6.3.1 All notices required to be given to WF1 under this Agreement shall be sufficient when faxed, hand delivered or mailed to the WF1 President/CEO c/o WF1 at its office located at: 6301 N.W. 5<sup>th</sup> Way, Suite 3000, Ft. Lauderdale, FL 33309.

6.3.2 All notices required to be given to the Contractor under this Agreement shall be sufficient when faxed, hand delivered or mailed to Contractor's President or his/her designee, at their office located at: 1643 North Harrison Parkway, Building H, Sunrise, FL 33323.

#### 6.4 Compliance with Applicable Laws and Regulations

6.4.1 Contractor agrees to adhere to Workforce Investment Act of 1998 as it may be amended and the rules promulgated thereunder, and the Florida Welfare Transition Program, FS 445 as amended as they may apply to the terms and conditions of this Agreement.

6.4.2 Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

6.4.3 Contractor agrees not to employ unauthorized aliens. WF1 shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by WF1.

6.4.4 When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as described in Attachment 3. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from the WF1 Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the WF1 Legal Department.

6.4.5 When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, the Contractor is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as certified in Attachment 3 entitled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.

6.4.6 When applicable, the Contractor shall disclose all related party transactions.



## 6.5 Indemnification

6.5.1 If Contractor is a state agency as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by WF1 any sums due Contractor under this Agreement may be retained by WF1 until all of WF1's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of WF1.

## 6.6 Governing Law And Venue

6.6.1 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 the venue situs.

6.6.2 To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.

## 6.7 Contractor Obligations To Adhere To Public Entity Crimes Policy

6.7.1 Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to WF1, may not submit a bid on a contract with WF1 for the construction or repair of a public building or public work, may not submit bids on leases of real property to WF1, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with WF1, and may not transact any business with WF1 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by WF1 pursuant to this

Agreement, and may result in debarment from WF1 competitive procurement activities.

6.7.2 In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

## 6.8 Equal Employment And Compliance With Discrimination Laws

6.8.1 In the discharge of Contractor's duties, Contractor agrees to adhere to the following equal employment laws and comply with discrimination laws as provided for under this Agreement.

- a. Contractor shall not discriminate against any applicant for employment or employee because of race, color, religion, sex, age, national origin, or disability. Contractor shall ensure that affirmative action in its personnel procedures be enforced so that, at all skill levels, applicants for employment and employees are treated equally without regard to race, color, religion, sex, age, national origin, or disability. Such affirmative action shall include, but not be limited to the following: employment, promotion, demotion or transfer, minority recruitment, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- b. Contractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further, shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, national origin, marital status, political affiliation, or disability. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- c. or the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil

Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.

- d. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.
- e. Contractor may not discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.
- f. Contractor may not discriminate against citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.
- g. Contractor agrees to comply with the nondiscrimination regulations found at 29 CFR Part 37 which requires that Contractor must be in compliance with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and Contractor may not:
  - i. Deny an individual any aid, benefits, services, or training.
  - ii. Provide to an individual any aid, benefits, services, or training that is different, or is provided in a different manner, from that provided to others.
  - iii. Subject an individual to segregation or separate treatment or training in any matter related to his or her receipt of any aid, benefits, services, funded under this Agreement.
  - iv. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any aid, benefits, services, or training funded under this Agreement.

- v. Treat an individual differently from others in determining whether he or she satisfies any admission, enrollment, eligibility, membership, or other requirement or condition for any aid, benefits, services or training funded under this Agreement.
- h. With respect to a determination of undue hardship as it applies to the provision of an accommodation for an individual with a disability Contractor must adhere to 29 CFR Part 37.
- i. Contractor's assures that its facilities are accessible to the disabled. Should it be determined that Contractor does not meet the minimum requirements as established by US Department of Labor Civil Rights Center Disability Checklist they will be removed from the WF1 ITA list.

## 6.9 Insurance

This is a Vendor Agreement. Contractor shall maintain such third party liability and other insurance as is usual and customary for like schools and institutions providing instruction in courses similar to those provided by Contractor.

## 6.10 Amendments

6.10.1 This constitutes the entire Agreement between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Agreement.

6.10.2 The parties further agree that this Agreement may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.

## 6.11 Assignment

Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Agreement without prior written approval of WF1.

## 6.12 Prior Agreements

This document incorporates and includes, all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, agreements, 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. It is further agreed that

no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and WF1. In the event that any of the terms and conditions set forth in this Agreement are in conflict with Contractor's official proposal, the conflict shall be resolved in favor of this Agreement.

#### 6.13 Independent Contractor

Contractor understands and agrees that it is an independent contractor and no provisions of this Agreement shall be construed as creating an agency or employment relationship between WF1 and Contractor or Contractor's employees.

#### 6.14 Headings

The headings of the sections of this Agreement are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

#### 6.15 Term

This Contract shall automatically be renewed each year on July 1, for a new twelve-month period through program year 2016 - 2017, unless WF1 terminates the Agreement in accordance with the termination provisions and/or deobligation provisions described in this Agreement.

#### 6.16 Execution

This document shall be executed in three (3) counterparts, each of which shall be deemed as original.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

The School Board of Broward County, Florida, signing by and through its \_\_\_\_\_ following \_\_\_\_\_ (Board, Executive, Commission) approval on the \_\_\_\_ day of \_\_\_\_\_, 2013 and WorkForce One Employment Solutions signing by and through its President/CEO following Board approval on May 23, 2013.


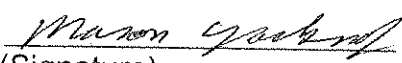

AS TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

WITNESSED BY:

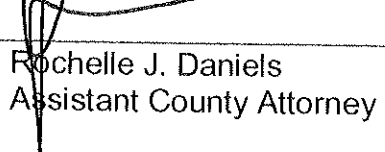
\_\_\_\_\_  
L.S. BY: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
L.S. Printed Name \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

AS TO WORKFORCE ONE EMPLOYMENT SOLUTIONS:

WITNESSED BY:

  
\_\_\_\_\_  
L.S. BY:   
(Signature)  
  
\_\_\_\_\_  
L.S. MASON C. JACKSON  
TITLE: PRESIDENT/CEO  
DATE: 6/15/13

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

BY:   
\_\_\_\_\_  
Rochelle J. Daniels  
Assistant County Attorney

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

ATTEST:

By Laurie Rich Levinson  
Laurie Rich Levinson, Chair

Robert W. Runcie

Robert W. Runcie,  
Superintendent of Schools

Approved as to Form and Legal Content:

[Signature]  
Office of the General Counsel