

**APPRENTICESHIP TRAINING PROGRAM AGREEMENT
BETWEEN
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
AND
ASSOCIATED BUILDERS & CONTRACTORS, INC.**

This agreement entered into effect this ____ day of September, 2012 between The School Board of Sarasota County, Florida, through its **Sarasota County Technical Institute**, 4748 Beneva Road, Sarasota, FL 34233, referred to as '**SCTI**' or "School Board" and **Associated Builders & Contractors, Inc.**, 2008 North Himes Avenue, Tampa, FL 33607, referred to as '**ABC**'.

WHEREAS, SCTI is authorized by the State Department of Education (DOE) to provide vocational training programs in accordance with Florida Statutes and State Board of Education Rules; and

WHEREAS, SCTI desires to cooperate with **ABC** in designing and implementing an Apprenticeship Training Program; and

WHEREAS, ABC has experienced staff to provide apprenticeship students with related classroom experiences; and

WHEREAS, SCTI and **ABC** desire to train the students to meet the journeymen level of efficiency and enhance the skills of journeymen in their trade area;

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

ABC agrees to:

1. Provide a training Director, who will oversee the day-to-day, on-the-job training of the student(s) in cooperation with the designated Industrial Education Coordinator. **ABC** will maintain all Florida Division of Workforce Development Office of Apprenticeship (DWDA) and Department of Education (DOE) required training records for the program, including on-the-job training (OJT) reports, official instructor credential files, classroom attendance and grades, and registered apprenticeship records.
2. Recruit instructors who have appropriate credentials (academic and trade certifications). The official credentials must be evaluated and maintained by **ABC** for auditing purposes. Copies of said credentials to be provided to **SCTI** for review.
3. **ABC** Training Programs utilize the National Center for Construction Education & Research (NCCER) curricula. All trade Instructors will be trained and Certified according the standards set out by NCCER.
4. **ABC**, with the cooperation of contractor-sponsors, will provide equipment in laboratories and classrooms provided by **SCTI**.

5. Provide all appropriate and required DWDA registration forms, documentation and data for each class, use **SCTI** registration forms and provide other information necessary to meet Florida Statutes and **SCTI** rules.
6. Arrange a teaching schedule and training program that will meet the requirements for **SCTI**.
7. Provide written assurance to **SCTI** that **(1) ABC** does not discriminate against its members or applicants for membership on the basis of race, color, national origin, sex or disability; and **(2)** apprentice training will be offered and conducted for its membership free of such discrimination. Such written assurance shall be submitted to **SCTI** each term to comply with Section 504 of the Rehabilitation Act of 1973.
8. Be responsible for the placement of all student work assignments for accomplishment of OJT in conformance with participating employer agreements.
9. Allow **SCTI** to recommend students for the Apprenticeship Program providing they meet **ABC's** requirements. Should any student be denied admittance into the program, **ABC** agrees to provide a written explanation to **SCTI**.
10. Assure that all volunteers, employees or agents who will be present on school grounds are fingerprinted and have their backgrounds checked as provided by Florida law. **ABC** will furnish the results of all background checks to the School Board before any of its volunteers, employees or agents will be permitted on school grounds while students are present. **ABC** will further immediately furnish to the School Board any notifications of arrests it receives with respect to volunteers, employees or agents who are present on school grounds. **ABC** will bear the cost of the fingerprinting/background checks. The School Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the School Board pursuant to Florida law. Like other visitors to school grounds, **ABC** volunteers, employees or agents will also be subject to RAPTOR screening on school campuses.

SCTI agrees to:

1. Provide a liaison to coordinate the activities of this program between **ABC** and **SCTI**.
2. Provide lab space, appropriate classrooms, facilities, offices and office equipment agreed upon by both parties.
3. Furnish required **SCTI** forms and letters necessary to support this program.
4. Compensate **ABC** as follows for FY 2012/13 as defined in the terms of the contract, unless the provisions of paragraph number one under section, 'Both parties' concerning adjustments modifies the following provisions:

SCTI shall compensate **ABC** for instructional materials and supplies, tools and equipment utilized in the lab for the amount of \$500 per apprentice up to a maximum of 100 students. In addition, **SCTI** will fund a part-time hourly salary pool in the amount of \$1000 per apprentice. **SCTI** will pay the salaries of the instructor(s) and coordinator(s) at a rate established by the School Board of Sarasota County. Instructional and coordinator hours will be billed to the salary pool in the amount of \$25 per hour to include all fringe and indirect costs. At **ABC**'s election, the coordinator may be an employee of **ABC**. If elected, **ABC** will bill **SCTI** a flat rate of \$25 per hour for the coordinator's time. All instructors must be part-time employees of **SCTI**. Instructor(s) and coordinator(s) may be compensated for all work done on behalf of the apprentice program to include classroom instruction, supervision of apprentices in the field, instructor training, and other coordinating activities to the extent that funds are available in the salary pool. Any funds remaining in the salary pool after the conclusion of the fiscal year shall revert back to **SCTI**.

5. Compensate **ABC** within 30 days of the actual date of enrollment based on the actual enrollment per term. The amount compensated is determined from an unduplicated apprentice/student annual count and the roster of apprentice names and **SCTI** Student IDs will be presented with the invoice in order for payment to be processed. Payment for the year will be made in one installment.
6. Authorize **ABC** to maintain the official records and files as required by the Division of Workforce Development Office of Apprenticeship. **ABC** will maintain all DWDA required records and files as well as all educational records for students. All records and/or files shall be made available to **SCTI** for review upon request.

BOTH parties agree:

1. The Agreement shall be reviewed at the conclusion of each academic year for program and financial adjustments. Any State Legislative recommendations mandated for **SCTI** operations of funding of Apprenticeship Programs will be reviewed and incorporated as necessary.
2. The responsibility for a day-to-day coordination and supervision of this educational program shall be vested with **ABC** with the appropriate oversight by **SCTI**.
3. Through their designated representatives, both parties shall collaborate in the development of policies and operational procedures for the efficient management and operation of this program.
4. Both Parties will perform their obligations hereunder in accordance with all applicable Federal, State and local laws.

5. No Amendment to this Agreement shall be valid or in force unless submitted in writing and executed by a duly authorized representative of both parties executing and entering into this Agreement.
6. This Agreement is for a one (1) year period and shall commence September 18, 2012 and shall terminate on September 19, 2013. This Agreement can be canceled by either party at any time with thirty (30) days written notice.
7. It is further understood that all equipment, supplies and materials provided by **ABC** under this agreement shall remain the property of **ABC**. However, any and all capital improvements to **SCTI** facilities funded by **ABC** remain the property of **SCTI**.
8. To insure that **ABC** is offering and reporting apprenticeship-related instruction and coordination activities in accordance with prescribed program review standards, the following provisions will be met:
 - A. The Apprenticeship Program and all participants reported for FTE have been registered with the Division of Jobs & Benefits, Department of Labor and Employment Security of Federal Bureau of Apprenticeship Training.
 - B. The classroom-related instruction and OJT for Apprentices are reported as Job preparatory under the post-secondary occupational program title appropriated for instruction being given.
 - C. The FTE reported per student for classroom related instruction and OJT training combined does not exceed 25 hours per week.
 - D. The related classroom Instructors and Apprenticeship Coordinators are approved by **ABC** and **SCTI**.
 - E. Supervised related classroom instruction in a formal setting is provided to each Apprentice for not less than 144 hours per year and has been approved by ABC.
 - 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 is in accordance with State Standards to enable the effective delivery of OJT and other services to the Apprentices.
 - H. The records are available documenting coordination of related instruction with job experience.
 - I. The administration of the 'Apprenticeship' Program and the general welfare of the Apprentices is the responsibility of **ABC**.

9. **ABC** and **SCTI** will work in good faith and make an effort to develop strategies and proposals to pursue and secure a mutually beneficial state funding formula/mechanism for the Apprenticeship Program.
10. **ABC** agrees to indemnify and hold harmless **the School Board** and/or all of its officers, employees and agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss damage, attorney's fees, court costs or expenses of any kind, which each party, its officers, employees and agents may incur arising from the negligence or intentional action of **ABC** or any of **ABC's** personnel, students or faculty, as aforesaid under the provisions of this Agreement. Nothing in this indemnity clause shall be construed to require **ABC** to indemnify or insure **SCTI** for the **SCTI** negligence or to assume any liability for the other party's negligence. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives, and assigns and cannot be waived or varied. nothing herein shall be construed as a waiver of the School Board's sovereign immunity.
11. All persons employed by **ABC** shall be considered the employees of **ABC** and **ABC** is responsible for payment of worker's compensation, unemployment insurance, social security and Federal withholding taxes.
12. Any notice given or required to be given pursuant to this Agreement shall be hand delivered or mailed, first class postage prepaid, to the Board at: 4748 Beneva Road, Sarasota, FL 34233, attention: Director, and to **ABC** at 2008 North Himes Avenue, Tampa, FL 33607 or at such other address as either party may direct in writing.
13. The sole and exclusive jurisdiction for any action brought pursuant to this Agreement shall be in the County or Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.

IN WITNESS WHEREOF, the parties have entered into this Agreement this date:

_____, 2012

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

**ASSOCIATED BUILDERS
& CONTRACTORS, INC.**

By: _____
Caroline G. Zucker
Chair

By: _____
Ron Cox
Chairman of the Board

School Board of Sarasota County

ABC, Florida Gulf Coast Chapter

Attest: _____

Attest: _____

Approved for Legal Content

_____, by Matthews, Eastmoore,

Attorneys for The School Board of Sarasota County, Florida

Signed: ASH

Steve P. Cona, Jr.

President/CEO

**ABC, Florida Gulf Coast
Chapter**