

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

This Agreement entered into this 6th day of September, 2016, between The School Board of Sarasota County, Florida, through its Suncoast Technical College, 4748 Beneva Road, Sarasota, FL 34233, hereinafter referred to as "STC" or "School Board" and Associated Builders and Contractors Inc., 2008 North Himes Avenue, hereinafter referred to as "ABC".

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

WHEREAS, STC desires to cooperate with ABC in designing and implementing an apprenticeship training program; and

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

WHEREAS, STC 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 considerations the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ABC agrees to:

1. Provide a training director, who, along with ABC, will oversee the day-to-day, on-the-job training of the student(s) in cooperation with the designated Industrial Program Manager. This person 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. The training director is an employee of ABC, compensated by ABC.
2. Provide instructors who have appropriate credentials (academic and certifications). The official credentials must be evaluated and maintained by ABC for auditing purposes. Copies of said credential to be provided to STC. All instructors are employees of ABC, compensated by ABC.
3. Supply curriculum and provide equipment in laboratories and classrooms provided for the program by the Board.
4. Be responsible for recruiting and assigning students to the instructional program.

5. Provide all appropriate and required DWDA registration forms, documentation and data for each class, use STC registration forms, attendance rosters, and provide other information necessary to meet Florida Statutes and STC Rules.
6. Arrange a teaching schedule and training program that will meet the requirements for the program.
7. Provide written assurance to STC 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 STC 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 STC to recommend students for the Apprenticeship program providing they meet ABC's requirements. Should any student recommended by STC be denied admittance into the program, ABC agrees to provide a written explanation to STC.
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.
11. ABC employees understand that, by coordinating the apprenticeship program, they will have access to records that contain individually identifiable information. The Family Educational Rights and Privacy Act of 1974, better known as the Buckley Amendment or "FERPA," prohibits the disclosure of such information. ABC employees acknowledge that they fully understand that intentional disclosure of this information to any unauthorized person could result in criminal and civil penalties imposed by law. ABC employees further acknowledge that such willful or unauthorized disclosure also violates the provisions of this Agreement and could constitute just cause for termination of this Agreement.
12. ABC shall comply with Florida's Public Records Law including:
 - a) keeping and maintaining public records that ordinarily and necessarily would be required by STC in order to perform the service;
 - b) providing the public with access to public records on the same terms and conditions that STC would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

d) meeting all requirements for retaining public records and transfer, at no cost, to STC all public records in possession to ABC upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to STC in a format that is compatible with the information technology systems of STC.

IF ABC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, IT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

STC agrees to:

1. Provide a liaison to coordinate the activities of this program between ABC and STC.
2. Provide lab space, appropriate classrooms (classrooms with tables), facilities, offices, and office equipment agreed upon by both parties.
3. Furnish required STC forms and letters necessary to support this program.
4. Compensate ABC as follows during the term of this contract, unless the provisions of paragraph number one under section, "Both parties" concerning adjustments modify the following provisions:
 - A. In the 2016/2017 Fiscal Year (FY), compensate ABC in the amount of \$800 per apprentice, per semester, up to a maximum of 120 students for instructors' salaries, classroom instruction and coordinators, instructional materials and supplies, and other program costs to include, but not limited to, equipment repair, equipment upgrade and replacement, administrative costs, travel expenses, and expenses to attend conferences and professional meetings. The apprentice count is not to exceed 120, and the amount compensated will be based on actual apprentices registered, and in attendance, each semester not to exceed \$192,000 for the 2016/17 Fiscal Year. All travel and travel-related expenses shall be in accordance with Chapter 112, F.S.
 - B. In the 2017/2018 Fiscal Year (FY), compensate ABC in the amount of \$800 per apprentice, per semester, up to a maximum of 125 students for instructors' salaries, classroom instruction and coordinators, instructional materials and supplies, and other program costs to include, but not limited to, equipment repair, equipment upgrade and replacement, administrative costs, travel expenses, and expenses to attend conferences and professional meetings. The apprentice count is not to

exceed 125, and the amount compensated will be based on actual apprentices registered, and in attendance, each semester not to exceed \$200,000 for the 2017/18 Fiscal Year. All travel and travel-related expenses shall be in accordance with Chapter 112, F.S.

C. In the 2018/2019 Fiscal Year (FY), compensate ABC in the amount of \$800 per apprentice, per semester, up to a maximum of 130 students for instructors' salaries, classroom instruction and coordinators, instructional materials and supplies, and other program costs to include, but not limited to, equipment repair, equipment upgrade and replacement, administrative costs, travel expenses, and expenses to attend conferences and professional meetings. The apprentice count is not to exceed 130, and the amount compensated will be based on actual apprentices registered, and in attendance, each semester not to exceed \$208,000 for the 2018/19 Fiscal Year. All travel and travel-related expenses shall be in accordance with Chapter 112, F.S.

5. Compensate ABC within 30 days of the actual date of enrollment based on the actual new student enrollment per term. The amount compensated is determined from an unduplicated apprentice/student count and the roster of apprentice names will be presented with the invoice in order for payment to be processed. Payment will be made in one installment per semester (once in the Fall term and once in the Spring term).
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.
7. If the maximum student count is exceeded, no additional reimbursement will occur.

Both Parties agree that:

1. This Agreement shall be reviewed at the conclusion of each academic year for program adjustments. Any state legislative recommendations mandated for the School Board operations or funding of apprenticeship programs will be reviewed and incorporated as necessary.
2. The responsibility for the day-to-day coordination and supervision of this educational program shall be vested with ABC with the appropriate oversight by STC.
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 three (3) year period and shall commence on September 6, 2016 and shall terminate on July 31, 2019. This Agreement can be canceled by either party, without cause, with a thirty (30) day prior written notice at any time during the three (3) year period of the Agreement.
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 STC facilities, funded by ABC, remain the property of the School Board.
8. To insure that ABC is offering and reporting apprenticeship-related instruction and coordinated 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 on-the-job training 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 on-the-job training (OJT) combined does not exceed 25 hours per week.
 - D. The related classroom instructors and apprenticeship coordinators are approved by ABC and the STC.
 - 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 STC 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, 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 may arise from the negligence of ABC during the performance of any provision of this Agreement or from the activities of the School Board's or 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 the Board for the School Board's negligence or to assume any liability for the School Board's negligence. This provision shall survive termination of this Agreement. Nothing herein shall be construed as a waiver of any sovereign immunity to which the School Board is entitled.
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 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 STC at: 4748 Beneva Road, Sarasota, Florida 34233, attention: Executive Director, and to ABC at 2008 North Himes Avenue, Tampa, Florida 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 on September 6, 2016.

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

ASSOCIATED BUILDERS AND
CONTRACTORS, INC.

By: _____
Shirley Brown
Chair

By: _____
Brooke May
Board Chair
ABC, FL Gulf Coast Chapter

Attest: _____
Todd Bowden, Ed.D
Executive Director
Suncoast Technical College

Attest: _____
Steve P. Cona, III
President/CEO
ABC, FL Gulf Coast Chapter

Approved for Legal Content
August 16, 2016, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH