

**PARTNERSHIP AGREEMENT BETWEEN
ABC INSTITUTE APPRENTICESHIP COLLEGE, INC.
AND
THE HERNANDO COUNTY SCHOOL BOARD**

I. PARTIES

A. Local Educational Agency (LEA): Hernando County School Board
LEA Name: Hernando County School District – Wilton Simpson Technical College
LEA Main Address: 919 North Broad Street, Brooksville, FL 34601
LEA Contact: Radiah Dent, Wilton Simpson Technical College
Contact Title: Director of Adult and Technical Education
Contact Address: 17050 Spring Hill Drive, Brooksville, FL 34604
Contact Phone: 352-797-7018
Contact Email: dent_r@hcsb.k12.fl.us

B. Registered Program Sponsor:
Sponsor Name: ABC Institute Apprenticeship College Inc.
Sponsor Address: 3730 Coconut Creek Parkway, Suite 200, Coconut Creek, FL 33066
Sponsor Contact: Alberto Altamiranda
Contact Title: Director of Education
Contact Phone: 954-580-2950
Contact Email: aaltamiranda@wetrain.org

II. PURPOSE AND SCOPE

This Agreement governs the partnership between the LEA, Hernando County School District, and the apprenticeship or preapprenticeship provider, Registered Program Sponsor ABC Institute Apprenticeship College, Inc., to define each entity's roles in the partnership and to establish how funding will be divided. Division of funds must be based on the responsibilities that the LEA and the apprenticeship or preapprenticeship program provider hold in the partnership.

To the extent that this Agreement is funded by funds appropriated by the State of Florida, the LEA's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

Availability of Funds. The payment obligation of the LEA (if applicable) is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the LEA at the end of the period for which funds are available. The LEA shall notify the Sponsor at the earliest possible time before such termination. No penalty shall accrue to the LEA in the event this provision is exercised, and the LEA shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

III. TERM OF AGREEMENT, TERMINATION AND RENEWAL

- A. Term. The effective date of this Agreement is July 1, 2026, or the date upon which it is signed by both parties, whichever is later. This Agreement shall remain in effect for three (3) years from the date of execution.
- B. Termination. This Agreement may be terminated at any time upon the mutual consent of both parties, or unilaterally by either party upon ninety (90) calendar days' written notice during the one (1) year period of the Agreement. Such notice must be provided to the contacts named in Section I of this Agreement.
- C. Multi-year Funding Termination. If this Agreement requires the expenditure of funds for more than one fiscal year, the LEA may terminate without cause upon thirty (30) days' notice. The program sponsor must also notify their local Apprenticeship Training Representative (ATR) that the partnership is terminated. Such notice must state whether the apprenticeship or preapprenticeship program will continue training apprentices or preapprentices and must explain how requirements previously handled by the LEA will be provided.
- D. Amendment and Renewal. Amendments to this Agreement must be in writing and signed by both parties. The parties may agree in writing to renew this Agreement for an additional one (1) year term, with ninety (90) prior written notice to the other party. With the written consent of both parties, this Agreement may be renewed for up to two (2) additional one-year periods.

IV. DESCRIPTION OF PARTNERSHIP

- A. Program Coordination/Supervision. The responsibility for day-to-day coordination and supervision of this educational program is vested in Sponsor. Sponsor shall provide a training director, who, along with Sponsor, will oversee the day-to-day, on-the-job training of the student(s) in cooperation with the designated Industrial Education Coordinator. 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 (OTJ) reports, official instructor credential files, classroom or virtual attendance, grades, and registered apprenticeship records.
- B. Program Instructors. Sponsor will recruit and employ instructors that meet the certification requirements of instructors who have appropriate credentials and as set for in School Board Policy 2421 (Career and Technical Education). The official credentials must be evaluated and maintained by Sponsor for auditing purposes. Sponsor agrees to supply curriculum and provide equipment in laboratories and classrooms provided for the program by the Board. The instructor must also meet all of the LEA's requirements for employment. An official interview between Sponsor, Wilton Simpson Technical College (STC), and the applicant will be conducted for final approval by STC. Approved candidates will be checked against the sexual predator database per STC before a final offer is made to a candidate by Sponsor.

V. INDIVIDUAL PARTNER PROGRAM RESPONSIBILITIES

- A. SPONSOR agrees to:

1. Be responsible for recruiting and assigning students to the Board's instructional program.
2. Conducting annual program reviews to assess progress and make necessary adjustments to improve program quality, and upon completion of the same, shall provide all such reviews, assessments and adjustments to the LEA.
3. Work to identify and pursue funding opportunities to support program sustainability and growth.
4. Provide all appropriate and required DWDA registration forms, documentation, and data for each class, use College registration forms, attendance rosters, and provide other information necessary to meet Florida Statutes and Department of Education Rules. Sponsor shall provide all paperwork necessary for documentation of occupational points (OCPs) for each apprentice as they progress from year to year. In accordance with section 1002.22, Florida Statutes, Sponsors shall maintain the confidential nature of any student and education records.
5. Arrange a teaching schedule and training program that will meet the requirements for the Board's program.
6. Assume responsibility for the placement of all student work assignments in conformance with its collective bargaining agreements and save harmless LEA from any and all liability for the apprentices while they are training on the worksite.
7. Provide written assurance to the Board that (1) Sponsor 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 the Board 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 the LEA to recommend students for the Apprenticeship program if they meet Sponsor's requirements.
10. Provide the required curriculum and provide all necessary equipment for use in the classroom(s) and lab(s).
11. Furnish to LEA a copy of each program's registered standards as required by the Florida Department of Education for operation.
12. Sponsor 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. Sponsor's 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. Sponsor's employees further acknowledge that such willful or unauthorized disclosure also violates with provisions of this Agreement and could constitute just cause for termination of this Agreement.

B. LEA agrees to:

1. Provide a liaison to coordinate the activities of this program between Sponsor and the LEA.
2. Provide Sponsor with all the forms and letters necessary to support the OJT portion of the apprenticeship program.
3. Provide dedicated lab space, appropriate classrooms (classrooms with tables), facilities offices, and office equipment agreed upon by both parties.
4. Furnish required college forms and letters necessary to support this program.
5. Compensate Sponsor as follows during the term of this contract, unless the provisions of paragraph one under section, "Both parties" concerning adjustments modify the following provisions:
 - a. Compensate Sponsor in the amount of 90 percent (90%) of the weighted per unit cost in accordance with the current FDOE "District Workforce Education Funding Summary" as shown in Exhibit A.
 - b. Authorize Sponsor to maintain the official records and files as required by the Division of Workforce Development, Office of Apprenticeship. Sponsor will maintain all DWDA required records and files as well as all education records for students.

C. 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 LEA operations or funding of apprenticeship programs will be reviewed and incorporated, as necessary.
2. 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.
3. They will collaborate on curriculum development and updates to align training with industry standards and educational goals, and counties most recognized in construction apprenticeship curriculum from the National Center for Construction Education and Research (NCCER).

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 executed and entering into this Agreement.
- D. To ensure that Sponsor is offering and reporting apprenticeship-related instruction and coordinated activities in accordance with prescribed program review standards, the following provisions shall be met:
1. The apprenticeship program and all participants reported for FTE have been registered with the Division of Jobs & Benefits, Department of Labor, an Employment Security of Federal Bureau of Apprenticeship Training through RAPIDS.
 2. The classroom related or virtual-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.
 3. The related classroom instructors and apprenticeship coordinators are approved by Sponsor and the LEA as referred in Section IV.C.
 4. Supervised related classroom instruction in a classroom or virtual setting is provided to each apprentice for not less than 144 hours per year and has been approved by Sponsor.
 5. The capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment supplies, and instructional materials.
 6. The records are available documenting coordination of related instruction with job experience and will be maintained by Sponsor.
 7. The administration of the "Apprenticeship" program and the general welfare of the apprentices is the responsibility of Sponsor.
- E. Sponsor and LEA 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.
- F. Apprenticeship program enrollees are exempt from fees in accordance with section 1009.25, Florida Statutes.

VI. PAYMENTS

- A. Payments to Sponsor shall be from funds generated through Workforce Education Program, as reported to the Florida Department of Education. There is no additional financial impact to LEA through this Agreement.

- B. Compensation Rate.
 - 1. Related Classroom Training Sponsor shall only be funded for the actual number of classroom training hours as specified in its apprenticeship standards. (This option is only available to vendors having their own classroom/lab facilities.)

 - 2. ON-THE-JOB TRAINING - RTI and OJT reimbursement will be made three (3) times per year in accordance with the academic semesters and based on actual RTI and OJT hours completed each semester, in accordance with "Apprenticeship Funding Spreadsheet" attached as Exhibit B.

 - 3. These funds will be used to pay for: instructors' salaries/benefits, program promotion; instructional materials and supplies, equipment, 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. Sponsor shall assure LEA that all funds generated under this Agreement shall be maintained in a separate account and that all expenditures shall be used to support the instructional programs that generated the funds. The financial compensation rate of this Agreement shall be reviewed and adjusted if needed on an ongoing basis per legislative action. An increase or decrease to the base rate per hour may also be made dependent on state funding.

- C. Financial Reports. Sponsor shall provide an annual budget/financial status report of program expenditures and balances as outlined in Paragraph "Compensation Rate" to the Superintendent's designee within thirty (30) days after the close of each school year.

- D. Payments Schedule. Payments to Sponsor will be based upon funds generated by full-time equivalent students enrolled and counted in Sponsor's educational program. If, at any time during the term of this Agreement, the Florida Department of Education or LEA adjusts the LEA formula allocation of funds, said increase or decrease will be passed along to Sponsor on a pro-rata basis. LEA shall make each payment to Sponsor by invoice received, three times per calendar year based on qualifying student enrollment in the Fall, Winter, and Spring survey periods. The dates of these survey periods are established each year by the Workforce Education Information Management Department and specified in the LEA Apprenticeship Handbook.

- E. Funding Surveys. Sponsor 's full-time equivalent student membership will be counted during the official survey periods (Semesters A, B, and C) as established by the Workforce Education Information Management Department of LEA. All registered apprentices submitted for funding shall have a current apprenticeship agreement on file with the State of Florida. Students shall be enrolled and in attendance by the last date of eligibility of each survey period to qualify for funding for that period of time.

VII. PROPERTY

- A. It is understood that all equipment supplies and materials purchased under this Agreement by the LEA remain the property of LEA. Any and all capital improvements to LEA facilities as approved by the site director, funded by Sponsor, remain the property of the LEA.
- B. It is further understood that all equipment, supplies, and materials provided by Sponsor under this Agreement shall remain the property of Sponsor. However, any and all capital improvements to LEA facilities as approved by the site director, funded by Sponsor, remain the property of the LEA.

VIII. DIVISION OF APPRENTICESHIP FUNDING

- A. Funding Division per Section 446.032(5)(b), F.S.: Each party shall contribute the following percentages of the total Program costs: LEA:10%; Sponsor: 90%. LEA's contribution shall not exceed 10%.
- B. Documentation. The Sponsor shall maintain accurate records of all expenses incurred under the Program. The LEA shall have the right to inspect and audit the Sponsor's records upon reasonable notice during the term of these Agreement, including up to three (3) years following the expiration of the Agreement.
- C. Reimbursements. The LEA shall reimburse the Sponsor for eligible expenses within forty-five (45) days of receipt of a valid invoice and in accordance with Chapter 218. Reimbursements shall be subject to the availability of funds and compliance with all applicable laws and regulations.
- D. Fees/Withholding Conditions.
 - 1. Any fees associated with late or incorrect invoicing shall be the responsibility of the Sponsor.
 - 2. Notwithstanding any provision to the contrary, if Sponsor fails to comply with any material term, condition, or obligation of this Agreement, LEA may withhold payment of any amounts then due and payable that relate to, arise from, or are impacted by such non-compliance until the same is cured. LEA shall provide Sponsor with written notice reasonably describing the nature of the non-compliance and, where practicable, the amounts subject to withholding. Sponsor shall have thirty (30) days from receipt of such notice to cure the non-compliance; provided, however, that if the non-compliance is not reasonably capable of cure within such period, Sponsor shall commence cure within such period and diligently pursue cure to completion within an additional fifteen (15) days. If Sponsor fails to cure within the applicable cure period, LEA may continue to withhold the affected payments, offset documented damages, costs, or expenses incurred as a result of the non-compliance against any amounts otherwise payable to Sponsor under this Agreement, and exercise any other rights or remedies available under this Agreement. Any amounts

properly withheld shall be paid within thirty (30) days after Sponsor's cure of the non-compliance.

IX. COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES, AND REGULATIONS

- A. The Parties agree that all apprenticeship and preapprenticeship programs must be operated in accordance with federal and state laws, rules, and regulations governing apprenticeship and preapprenticeship, including 29 C.F.R. Part 29, Chapter 446, Florida Statutes, and Chapter 6A-23, F.A.C.
- B. Compliance with Laws. The Parties further agree to comply with all applicable Florida and Federal laws, ordinances, rules and regulations in the performance of this Agreement.

X. MONITORING COMPLIANCE

- A. LEA reserves the right to monitor compliance with applicable Florida Statutes or Department of Education Rule(s) regarding the assignment of students to the instructional program and to ensure that LEA is offering and reporting apprenticeship-related instruction and coordinating activities in accordance with prescribed program review standards the following requirements shall be met:
 - 1. The apprenticeship program and all participants reported for funding shall be registered with the Florida Department of Education (apprenticeship section) and the U.S. Department of Labor's Office of Apprenticeship, if required.
 - 2. The classroom-related instruction and OJT for apprentices are reported under the postsecondary occupational program title appropriate for the instruction being given. A minimum enrollment (or eighteen (18) registered apprentices)) is required in both related classroom instruction and OJT.
 - 3. The funding reported per student for OJT shall not exceed forty (40) hours per week for a maximum of two thousand (2,000) hours per year.
 - 4. The OJT services provided should be consistent with the Apprenticeship Teacher/Coordinator's job description.
 - 5. Supervised related classroom instruction, in a formal setting, must be provided to each apprentice for not less than one hundred forty-four (144) hours per year and approved by Sponsor and LEA.
 - 6. Sponsor shall ensure that the capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.
 - 7. The ratio of each Apprenticeship Coordinator/instructor to apprentices enables the effective delivery of OJT training and other services to the apprentices.

8. Sponsor shall maintain all records that document coordination or related instruction with OJT training for each apprentice.
9. The administration of the program and the general welfare of the apprentices are the responsibility of Sponsor.

XI. INSURANCE COVERAGE

The Parties agree that insurance and liability coverage will be maintained as specified below, in accordance with Florida law. The Sponsor, being an independent Sponsor, agrees to carry public liability and other forms of insurance as may be identified by the LEA, and to pay all taxes incident to this Agreement. The Sponsor will name the LEA as additional insured on such policies and shall provide the LEA with proof of such coverage. The parties agree that this Agreement is for their mutual benefit and is not intended to create any third-party beneficiaries.

A. Insurance. Sponsor shall comply with the following insurance requirements throughout the Term of this Agreement:

1. General Liability. Sponsor shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$2,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
2. Professional Liability/Errors & Omissions. Sponsor shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement. If such policy is written on a "claims-made" basis, coverage shall remain in effect for three (3) years after the expiration or termination of this Agreement and any of its extensions.
3. Workers' Compensation. Sponsor shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$1,000,000 (each accident/disease-each employee/disease-policy limit).
4. Auto Liability. Sponsor shall maintain Owned, Non-Owned, and Hired Auto Liability insurance with Bodily Injury and Property Damage, including death, in an amount not less than \$1,000,000 each accident. This policy must include the Hernando County School Board, Florida, its board members, employees and representatives as an additional insured.
5. Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and has a rating of at least A (VI) by AM Best.
6. Verification of Coverage. Proof of the required insurance must be furnished by Sponsor to LEA's Risk Management Department by Certificate of Insurance within fifteen (15) days of the effective date of this Agreement. All certificates (and any

required documents) must be received and approved by LEA before any work commences to permit Sponsor to remedy any deficiencies. Sponsor must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

7. Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:
 - a. The Hernando County School Board, Florida, its members, officers, employees, and agents are added as additional insured.
 - b. All liability policies are primary of all other valid and collectible coverage maintained by the Hernando County School Board, Florida.
 - c. Certificate Holder: The Hernando County School Board, Florida.
 8. Cancellation of Insurance. Sponsor is prohibited from providing services under this Agreement with LEA without the minimum required insurance coverage and must notify LEA within two (2) business days if required insurance is canceled.
 9. LEA reserves the right to review, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein throughout the term of this Agreement.
- B. Liability. 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.
1. LEA agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.
 2. By Sponsor. Sponsor agrees to indemnify, hold harmless and defend LEA, 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 LEA, 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 Sponsor, its agents, servants or employees; the equipment of Sponsor, its agents, servants or employees while such equipment is on premises owned or controlled by LEA; or the negligence of Sponsor or the negligence of Sponsor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including LEA's property, and injury or death of any person whether employed by Sponsor, LEA, or otherwise.

XII. RECORDS RETENTION, ACCESS AND MANAGEMENT

A. Records Retention. The parties agree to comply with records retention requirements as mandated by federal, state and local law, and LEA policies. In addition, the Sponsor will maintain documentation for all charges against the LEA under this Agreement. The books, records, and documents of the Sponsor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of payment, and shall be subject to audit, at any reasonable time upon reasonable notice by the LEA or Office of the Auditor General for the State of Florida, or their duly appointed representative. These records shall be maintained in accordance with generally accepted accounting principles.

B. Public Records

1. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Sponsor provides School Board any information which it believes is confidential or exempt, Sponsor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Sponsor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that Sponsor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Sponsor agrees to use reasonable measures to maintain the confidentiality of such information.

2. To the extent Sponsor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the Agreement resulting in immediate termination with no penalty to School Board, and Sponsor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Sponsor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records required by the School Board in order to perform the service under this Agreement; and

- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Sponsor does not transfer the records to the School Board; and
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Sponsor or keep and maintain public records required by the School Board to perform the service. If the Sponsor transfers all public records to the School Board upon completion of the contract, the Sponsor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Sponsor keeps and maintains public records upon completion of the contract, the Sponsor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, ELLERMAN_A@HCSB.K12.FL.US or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Sponsor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

- 3. If the Sponsor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Sponsor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Sponsor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement. If student information/records are requested by way of subpoena or court order, Sponsor shall notify the School Board

of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

C. Disclosure of Education Records

1. LEA shall provide the education records listed in this section to Sponsor, for the purpose of Sponsor and Sponsor's support staff's registration of students, verification of Full-time Equivalent (FTE) status for state funding, completion of an Occupational Completion Point (OCP) form to follow student progress and advancement toward completion, and for student information system to record attendance.
2. LEA shall provide Sponsor and Sponsor's support staff with access to the LEA's student information database, which contains the student's name, Florida Student Identification (FSI) number, and dates of class(es) for attendance purposes. Sponsor's access to student information on student information system shall be limited to the students served pursuant to this Agreement. Sponsor and Sponsor's support staff will be provided with a verification report three (3) times per fiscal year for each class to verify FTE and provide feedback of registered students.
3. Annually, each student will complete and sign a registration packet which contains the following documents:
 - a. Career, Technical Adult & Community Education Workforce Registration Application
 - b. Career Technical Adult & Community Education Workforce Registration Application Addendum
4. Career Technical Adult & Community Education Workforce - Hernando County Public Schools Conduct and Discipline Code for Adult Students
5. State of Florida Department of Education, Division of Career and Adult Education Apprenticeship Section- Annual Voluntary Disability Disclosure Form
6. LEA will provide the registration packet to Sponsor electronically or via hard copy.
7. LEA shall obtain written consent from each student age 18 years or older prior to disclosing education records to Sponsor and Sponsor's support staff. Consent form shall list the types of educational records to be disclosed, purpose(s), and recipient.

C. FERPA / Student Records

1. The LEA is required to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g), its implementing regulations (34 C.F.R. Part 99), and related state statutes and rules governing education records.
2. Notwithstanding any provision to the contrary within this Agreement, Sponsor shall:

- a. fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- b. hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;
- c. ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to LEA upon request;
- d. safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- e. utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- f. notify LEA immediately upon discovery of a breach of confidentiality of education records by telephone at 352-797-7006 Ext. 70102 at amato_j1@hcsb.k12.fl.us (Director, Technology & Information Services), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- g. fully cooperate with appropriate LEA staff and/or Information Technology staff, to resolve any privacy investigations and concerns in a timely manner;
- h. prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse LEA any direct costs incurred by LEA for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- i. be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

- j. provide LEA with the name and contact information of its employee who shall serve as LEA's primary security contact and shall be available to assist LEA in resolving obligations associated with a security breach of confidentiality of education records; and
 - k. securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure shall be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- 3. All education records shall remain the property of LEA, and any party contracting with LEA serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at LEA's request, return to LEA or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide LEA with a written acknowledgment of said disposition.
- 4. Sponsor shall, for itself, its officers, employees, agents, representatives, Sponsors or subcontractors, fully indemnify and hold harmless LEA and its officers and employees for any violation of this section, including, without limitation, defending LEA and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon LEA, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon LEA arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, Sponsor, or sub-Sponsor of the party to the extent that the party or an officer, employee, agent, representative, Sponsor, or sub-Sponsor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

D. Inspection of Sponsor's Records by LEA.

- 1. Sponsor shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by LEA under this Agreement. All Sponsor's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by LEA's agent or its authorized representative to permit LEA to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of Sponsor directly relating to this Agreement in order to verify the accuracy of invoices provided to LEA. Such audit shall be no more than one (1) time per calendar year.
- 2. Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, LEA's agent or authorized representative shall have access to Sponsor's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five

(5) years after the termination of this Agreement or five (5) years after the date of final payment by LEA to Sponsor pursuant to this Agreement.

3. Notice of Inspection. LEA's agent or its authorized representative shall provide Sponsor reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and or reproduction.
4. Audit Site Conditions. LEA's agent or its authorized representative shall have access to SPONSOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.
5. Failure to Permit Inspection. Failure by Sponsor to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by LEA for cause and shall be grounds for LEA's denial of some or all of any Sponsor 's claims for payment.
6. Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to LEA by Sponsor in excess of two percent (2%) of the total billings under this Agreement, the actual cost of LEA's audit shall be paid by Sponsor. If the audit discloses billings or charges to which Sponsor is not contractually entitled, Sponsor shall pay said sum to LEA within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.
7. Inspection of Subcontractor's Records. If applicable, Sponsor shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Sponsor to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by LEA for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by LEA to Sponsor pursuant to this Agreement, and such excluded costs shall become the liability of Sponsor.
8. Inspector General Audits. Sponsor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

XIII. 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 specific; 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 LEA: Superintendent of Schools

Hernando County School Board, Florida
919 North Broad Street
Brooksville, FL 34601

With a Copy to: Director of Adult and Technical Education

Wilton Simpson Technical College
17050 Spring Hill Dr.
Brooksville, FL 34604

To Sponsor: Director of Education
ABC Institute Apprenticeship College Inc.
3730 Coconut Creek Parkway, Suite 200, Coconut Creek, FL 33066

XIV. OTHER CONDITIONS

The following standard terms are incorporated into and made part of this Agreement. In the event of any conflict between these terms and any other provisions of this Agreement, these terms control.

- A. Background Screening. Sponsor shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468 Florida Statutes, 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 LEA in advance of SPONSOR or its personnel providing any services under the conditions described in the previous sentence. Sponsor shall 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 Sponsor and its personnel. The parties agree that the failure of Sponsor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling LEA to terminate immediately with no further responsibilities or duties to perform under this Agreement. Sponsor agrees to indemnify and hold harmless LEA, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Sponsor's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes.
- B. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.
- C. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

- D. Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.
- E. Place of Performance. All obligations of LEA under the terms of this Agreement are reasonably susceptible of being performed in Hernando County, Florida, and shall be payable and performable in Hernando County, Florida.
- F. Non-discrimination. Sponsor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, providers, suppliers, or commercial customers, nor shall Sponsor retaliate against any person for reporting instances of such discrimination. Sponsor shall provide equal opportunity for subcontractors, providers, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the LEA's relevant marketplace. Sponsor understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in LEA Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- G. Excess Funds. Any party receiving funds paid by LEA under this Agreement agrees to promptly notify LEA of any funds erroneously received from LEA upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to LEA.
- H. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. 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.
- I. 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 matter arising out of any Agreement.
- J. Independent Contractor. The parties to this Agreement shall at all times be acting in the capacity of independent Contractor and not as an officer, employee, or agent of one another. Neither party nor its respective agents, employees, subcontractors, or assignees shall

represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to LEA retirement, leave benefits, or any other benefits of LEA employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. LEA shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds, or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

- K. Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) calendar days' written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period, and the defaulting party is diligently attempting in good faith to cure the same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section XIV L. Termination for Convenience (below).
- L. Termination for Convenience. This Agreement may be canceled with or without cause by LEA during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, LEA shall be entitled to a pro-rata refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. LEA shall have no liability for any property left on LEA's property by any party to this Agreement after the termination of this Agreement. Any party contracting with LEA under this Agreement agrees that any of its property placed upon LEA's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon LEA's facilities after that time shall be deemed to be abandoned, title to such property shall pass to LEA, and LEA may use or dispose of such property as LEA deems fit and appropriate.
- M. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Florida Statutes.
- N. The Parties agree that in the event Sponsor files for bankruptcy, insolvency or receivership during the term of this agreement, the LEA may, at its option, terminate and cancel said Agreement, in which event all rights hereunder shall immediately cease and terminate.
- O. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of

the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

- P. Notwithstanding any provision to the contrary in the Agreement, all payments due from the LEA shall be governed by the provisions of Chapter 218, Florida Statutes.
- Q. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.
- R. Debarment. Sponsor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Sponsor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Sponsor.
- S. E-Verify. Pursuant to Fla. Stat. § 448.095, Sponsor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.gov>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Sponsor enters into a contract with a subcontractor, the subcontractor must provide Sponsor with an affidavit stating the sub does not employ, contract with, or subcontract with an unauthorized alien and the Sponsor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Sponsor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.
- T. Sponsor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(14), Florida Statutes.
- U. If the Sponsor receives access to an individual's personal identifying information as a result of this agreement, Sponsor agrees to provide the School Board with an affidavit signed by an officer or representative of the Sponsor under penalty of perjury attesting that the Sponsor does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.
- V. Entirety of 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.

- W. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- X. Governing Law and Venue. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.
- Y. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement, including, without limitation, the partial assignment of any right to receive payments from LEA.
- Z. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, 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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- AA. Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.
- BB. 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.
- CC. 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.
- DD. 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 unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

EE. Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse LEA, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

FF. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

GG. 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.

XII. APPROVAL

The undersigned authorized officials of the LEA and the Program Sponsor commit their respective organizations to the terms of this Agreement.

Local Educational Agency

Name: Kayce Hawkins
Title: Board Chair
Date:
Attest:

Name: Ray Pinder
Title: Superintendent
Date:

Program Sponsor
Name:
Title:
Date: