

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

This Agreement entered into this 13th day of June, 2023, the Hernando County School Board – hereinafter referred to as the “Board” and Associated Builders and Contractors, Inc., 2008 North Himes Avenue, hereinafter referred to as “ABC.”

**WHEREAS**, the Board 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**, the Board 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**, the Board and ABC desire to train the student 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 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 (OJT) reports, official instructor credential files, classroom or virtual attendance, grades, and registered apprenticeship records.
2. ABC will recruit instructors who have appropriate credentials. The official credentials must be evaluated and maintained by ABC for auditing purposes. ABC agrees to supply curriculum and provide equipment in laboratories and classrooms provided for the program by the Board.
3. An official interview between ABC, 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 data base per STC before a final offer is made to a candidate by ABC.

4. Be responsible for recruiting and assigning students to the Board's instructional program.
5. 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 Board Rules.
6. Arrange a teaching schedule and training program that will meet the requirements for the Board's program.
7. Provide written assurance to the Board 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 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 Board to recommend students for the Apprenticeship program if they meet ABC's requirements.
10. 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 with provisions of this Agreement and could constitute just cause for termination of this Agreement.

**The Board agrees to:**

1. Provide a liaison to coordinate the activities of this program between ABC and the Board.
2. Provide dedicated lab space, appropriate classrooms (classrooms with tables), facilities offices, and office equipment agreed upon by both parties.
3. Furnish required college forms and letters necessary to support this program.
4. Compensate ABC 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 ABC in the amount of sixty percent (60%) of the funded amount per apprentice for instructors' salaries, classroom or virtual

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. All travel and travel-related expenses shall be in accordance with Chapter 112, F.S.

- b. Both parties agree to a three year delay, allowing funding to catch up with enrollment. Grant funding will be used to fund the growth for the first 3 years.
5. Both parties agree to a three year delay, allowing funding to catch up with enrollment. Therefore, payment for year 1 will be made in year 4, year 2 in year 5, year 3 in year 6, and so on. No additional monies, other than those described in paragraph (4) (A) shall be provided to ABC. Payment would be made within 30 days of receipt of state allocation.
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 education records for students.

**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 Board operations or 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.
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 executed and entering into this Agreement.
6. This Agreement is for one (1) year period and shall commence on July 1, 2023 and shall terminate on June 30, 2024. This Agreement can be canceled by either party with a ninety (90) day prior written notice at any time during the one (1) year period of the Agreement. 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.

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 Board facilities as approved by the site director, funded by ABC, remain the property of the Board.
8. To ensure that ABC is offering and reporting apprenticeship-related instruction and coordinated activities in accordance with prescribed program review standards, the following provision shall be met:
  - a. 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.
  - b. 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.
  - c. The related classroom instructors and apprenticeship coordinators are approved by ABC and the Board as referred in Section 3 of page 1.
  - d. 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 ABC.
  - e. The capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment supplies, and instructional materials.
  - f. The records are available documenting coordination of related instruction with job experience and will be maintained by ABC.
  - g. The administration of the "Apprenticeship" program and the general welfare of the apprentices is the responsibility of ABC.
9. ABC and Board 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. Apprenticeship program enrollees are exempt from fees in accordance with F.S. 1009.25.
11. ABC agrees to indemnify and hold harmless the 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 ABC, its officers, employees and agents, may incur arising from the negligence of ABC during the performance of any provision of this Agreement or from the activities of the Board's or ABC's personnel, students, or faculty, as foreshadowed under the provisions of this Agreement. Nothing

in this indemnity clause shall be construed to require ABC to indemnify or ensure that Board of the Board's negligence or to assume any liability for the Board's negligence.

12. All persons employed by ABC shall be considered the employees of ABC, and ABC is responsible for payment of workers compensation, unemployment insurance, social security and withholding taxes.

**Other Contract Provisions:**

1. ABC agrees to indemnify and hold harmless the Board and/or all of its officers, employees, or 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, or agents, may incur arising from the negligence of either party during the performance of any provision of this Agreement or from the activities of the Board's or ABC's personnel, apprentices, agents, or faculty, as aforesaid under the provision so f this Agreement. Board shall be responsible for its own negligence within the monetary limits established by Section 768.28 F. S., by reason of or in conjunction with any act or omission of the Board, its officers, agents, or employees; unless such claim is based on the sole gross negligence or willful misconduct of ABC, its officers, agents, or employees. Nothing in this indemnity clause shall be construed to require ABC to indemnify or ensure the Board for the Board's negligence or for either party to assume any liability for the other party's negligence.
2. All persons employed by ABC shall be considered the employees of ABC, and ABC is responsible for payment of workers' compensation, unemployment insurance, social security, and withholding taxes.
3. This contract may be modified only by a written amendment, which has been executed and approved by the appropriate authorized parties as indicated on the signature page of this contract.
4. ABC will not assign this contract or enter into a subcontract for any of the services performed under this contract without obtaining the prior written approval of the Board.
5. ABC will maintain documentation for all charges against the Board under this contract. The books, records, and documents of ABC, insofar as they relate to work performed or money received under this contract, 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 Board 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.

6. ABC, being an independent contractor, agrees to carry public liability and other forms of insurance as may be identified by the Board, and to pay all taxes incident to this contract. ABC will name the Board as additional insured on such policies and shall provide the Board with proof of such coverage. The parties agree that this contract is for their mutual benefit and is not intended to create any third party beneficiaries.
7. The parties shall comply with all applicable federal and state laws and regulations in the performance of this contract.
8. This contract shall be governed by the laws of the State of Florida, and proper venue for any legal actions brought to enforce terms of this contract shall be the Circuit Court of Hernando County, Florida.

HERNANDO COUNTY SCHOOL  
BOARD

ASSOCIATED BUILDERS AND  
CONTRACTORS

By: \_\_\_\_\_  
Gus Guadagnino

By: Steve Cona  
Steve P. Cona, III  
President/CEO

Attest: \_\_\_\_\_  
John Stratton, Superintendent

Attest: Laura Gross  
~~Nick Nowell~~ Laura Gross  
Director of Education

Approved as to form: \_\_\_\_\_  
Approved as to Form  
*Nancy McClain Alfonso*  
General Counsel, HCSB

\_\_\_\_\_  
Office of General Counsel