

## AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is entered into by and between **The School Board of Lake County, Florida**, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (hereinafter referred to as the "SCHOOL BOARD"), and **Academy of Construction Technologies, Inc.**, whose address is 2900 West Oak Ridge Road, Orlando, Florida 32809 (hereinafter referred to as the "CONTRACTOR").

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

**1. Services.** The CONTRACTOR shall perform the services as described in **EXHIBIT "A,"** which is attached and incorporated by reference herein. Nothing herein shall limit the SCHOOL BOARD'S right to obtain proposals or services from other professionals for similar projects.

**2. Payment.** SCHOOL BOARD shall compensate CONTRACTOR for their services in the manner described in **EXHIBIT "B"**. No other costs or services shall be billed to the SCHOOL BOARD.

**3. Term and Termination.** The term of this Agreement shall be from July 1, 2019 through June 30, 2020. The SCHOOL BOARD reserves the right to renew the contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the SCHOOL BOARD and CONTRACTOR. Any renewals shall be in writing and signed by both parties. All or part of this Agreement may be terminated by (i) either party without cause upon delivery of written notice of such intent to terminate this Agreement not less than fifteen (15) days' prior to the effective date of such termination; (ii) written agreement executed by both CONTRACTOR and SCHOOL BOARD; or (iii) SCHOOL BOARD, at any time, if CONTRACTOR fails to perform CONTRACTOR's duties hereunder or breaches any of CONTRACTOR's covenants contained herein.

**4. Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be Nancy Merced, Executive Director. The primary contact person under this Agreement for the SCHOOL BOARD shall be Frances Celis, Director of College and Career Readiness Department.

**5. Insurance.**

**A.** The CONTRACTOR shall maintain throughout this Agreement the following insurance:

- (i) Comprehensive General Liability insurance in the amount of one million dollars (\$1,000,000);
- (ii) Workers' Compensation Insurance for all employees of the CONTRACTOR as required by Florida Statutes;
- (iii) Professional Liability Insurance (errors and omissions) in the amount of one million dollars (\$1,000,000) for each claim and in the amount of two million dollars (\$2,000,000) as annual aggregate;
- (iv) Products Liability and/or Completed Operations insurance, bodily injury and property damage in the amount of one million dollars (\$1,000,000)

per occurrence and for products, completed operations aggregate in the amount of two million dollars (\$2,000,000).

- B.** “The School Board of Lake County, Florida” shall be listed as an additional insured on the policies listed above in Section 5, paragraph “A” of this Agreement.
- C.** The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONTRACTOR.
- D.** The CONTRACTOR shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
  - (i)** The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best’s Rating of “A” or better according to the latest edition of Best’s Key Rating Guide, published by A.M. Best Company; or
  - (ii)** With respect only to the Workers’ Compensation Insurance, the company may be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.
- E.** Neither approval nor failure to disapprove the insurance furnished by the CONTRACTOR to the SCHOOL BOARD shall relieve the CONTRACTOR of the CONTRACTOR’S full responsibility to provide insurance as required under this Agreement.
- F.** The CONTRACTOR shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the CONTRACTOR. The CONTRACTOR shall be responsible for notifying SCHOOL BOARD within 48 hours upon receipt of any cancellation notice or intent to non-renew. If the insurance is scheduled to expire during the contractual period, the CONTRACTOR shall be responsible for submitting new or renewed certificates of insurance to the SCHOOL BOARD at a minimum of fifteen (15) calendar days in advance of such expiration
- G.** Unless otherwise notified, the certificate of insurance shall be delivered within ten (10) days of execution to SCHOOL BOARD to:

The School Board of Lake County, Florida  
Purchasing Department  
29529 County Road 561  
Tavares, Florida 32778
- H.** The name and address of the Certificate Holder on the certificate of insurance must be:

The School Board of Lake County, Florida  
201 West Burleigh Boulevard  
Tavares, Florida 32778

- I. In the event that CONTRACTOR fails to maintain insurance as described in Section 5, paragraph "A" of this Agreement, CONTRACTOR agrees that such failure will constitute a material breach of this Agreement and the SCHOOL BOARD shall have the right to terminate this Agreement without further liability. Further, CONTRACTOR agrees that upon such breach, the SCHOOL BOARD may take any action necessary at law or in equity to preserve and protect SCHOOL BOARD'S rights.

**6. Indemnification.** CONTRACTOR shall indemnify SCHOOL BOARD and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished pursuant to this Agreement; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, subcontractors, or servants. CONTRACTOR shall defend, indemnify, and save harmless the SCHOOL BOARD or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the SCHOOL BOARD or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall provide such indemnity regardless of the negligence or other culpability of the SCHOOL BOARD, excluding only those circumstances where the SCHOOL BOARD is solely negligent. CONTRACTOR shall immediately give SCHOOL BOARD written notice of any and all claims asserted against CONTRACTOR and SCHOOL BOARD shall have the right but not obligation to participate in any defense.

**7. Liability.** The parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately cause thereby; provided, however, the parties agree that SCHOOL BOARD's liability is subject to the monetary limitations and defenses imposed by § 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

**8. Sovereign Immunity.** Notwithstanding the foregoing, the SCHOOL BOARD intends to avail itself of the benefits of § 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the SCHOOL BOARD's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**9. Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

**10. Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services.

**11. Access to Records.** SCHOOL BOARD, United States Department of Education, the Florida Department of Education, or any of their duly authorized representatives shall have access to any

books, documents, papers, and records of CONTRACTOR which are directly pertinent to work and services to be performed under this Agreement for the purposes of audit, examination, excerpting, and transcribing. The parties will retain all such records, and records required by federal and state rules, regulations, or laws respecting audit for a period of three (3) years after the date of the final invoice. CONTRACTOR will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. CONTRACTOR shall ensure that such records are available for examination by the SCHOOL BOARD during CONTRACTOR'S normal business hours.

**12. Contingent Fees Prohibited.** CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the SCHOOL BOARD shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.

**13. Independent Contractor.** The CONTRACTOR agrees that it is an independent contractor and not an agent, joint venturer, or employee of the SCHOOL BOARD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. Neither the CONTRACTOR nor any of CONTRACTOR's agents, representatives, employees or independent contractors shall be deemed to be employed by SCHOOL BOARD. None of the benefits provided by the SCHOOL BOARD to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the SCHOOL BOARD to the CONTRACTOR, its agents, representatives, or employees. Further, CONTRACTOR will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

**14. Background Investigations.** The CONTRACTOR represents and warrants to the SCHOOL BOARD that the CONTRACTOR has read and is familiar with §§ 1012.315, 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's cost and shall provide SCHOOL BOARD with proof of compliance upon request. The parties agree that failure of CONTRACTOR to comply with the duties described in this section shall constitute a material breach of this Agreement entitling SCHOOL BOARD to terminate this Agreement immediately with no further responsibilities or duties to perform under this Agreement. CONTRACTOR agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any liability in the form of physical injury, death, or property damage resulting from the CONTRACTOR's failure to comply with the requirements of this paragraph or §§ 1012.315, 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes.

**15. Notices.**

- A.** All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

SCHOOL BOARD: Superintendent, Lake County Schools  
201 West Burleigh Boulevard  
Tavares, Florida 32778

With a copy to: Frances Celis, Director of College and Career Readiness  
509 South Palm Avenue  
Howey-in-the-Hills, Florida 34737

CONTRACTOR: Nancy Merced, Executive Director  
Academy of Construction Technologies, Inc.  
PO Box 592744  
Orlando, Florida 32859

- B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
- C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight delivery company.
- D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

**16. Student Records.** Notwithstanding any provision to the contrary contained in this Agreement between CONTRACTOR and SCHOOL BOARD, CONTRACTOR, and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of the Family Education Rights and Privacy Act (FERPA), § 1002.22 and § 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, CONTRACTOR for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold SCHOOL BOARD and its officers and employees harmless for any violation of this covenant, including but not limited to defending SCHOOL BOARD and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SCHOOL BOARD, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon SCHOOL BOARD arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant or the Family Education Rights and Privacy Act, § 1002.22 and § 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon CONTRACTOR until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

17. **Public Records Retention.**

- A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD CUSTODIAN OF PUBLIC RECORDS AT 352-253-6513, ChallengerN@lake.k12.fl.us, 201 West Burleigh Boulevard, Tavares, FL 32778.**
- B. CONTRACTOR shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes, and will:
- (i) Keep and maintain public records required by SCHOOL BOARD to perform the service.
  - (ii) Upon request from the SCHOOL BOARD's custodian of public records, CONTRACTOR shall 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.
  - (iii) CONTRACTOR shall 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 this Agreement if the CONTRACTOR does not transfer the records to the SCHOOL BOARD.
  - (iv) Upon completion of this Agreement, CONTRACTOR shall transfer, at no cost, to the SCHOOL BOARD all public records in possession of the CONTRACTOR or keep and maintain public records required by the SCHOOL BOARD to perform the service. If the CONTRACTOR transfers all public records to the SCHOOL BOARD upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the SCHOOL BOARD by CONTRACTOR, 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.
  - (v) The failure of the CONTRACTOR to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination of this Agreement, with no penalty to the SCHOOL BOARD.

**18. Debarment.**

- A.** By signing this Agreement, CONTRACTOR certifies, to the best of its knowledge and belief that it and its principals:
- (i)** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
  - (ii)** Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (iii)** Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in preceding paragraph (ii).
  - (iv)** Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- B.** CONTRACTOR agrees to notify SCHOOL BOARD within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (i) through (iv) above, with respect to SCHOOL BOARD or its principals.

**19. Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

**20. Modifications and Amendments.** This Agreement may be modified or amended only by a written document signed by authorized representatives of the CONTRACTOR and SCHOOL BOARD.

**21. Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

**22. No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the SCHOOL BOARD.

**23. Execution.** This Agreement may be executed in counterparts (including by email), any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

**24. Entire Agreement.** This constitutes the entire agreement between SCHOOL BOARD and CONTRACTOR and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.

**25. Severability Clause.** The terms of this Agreement shall be severable such that, if any term herein is illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Agreement, unless the severing of such term would defeat the purpose of this Agreement.

**26. Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

**27. Waiver.** No delay or failure on the part of any party hereto in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege, or be construed as a waiver or acquiescence thereto. No waiver shall be valid against any party, unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

**28. Attorneys' Fees.** In the event litigation is required by either party to enforce the terms of this Agreement, the prevailing party of such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorney's fees, incurred by reason of such action and all costs of arbitration or suit and those incurred in preparation thereof at both the trial and appellate levels, and in bankruptcy proceedings.

**29. Force Majeure.** Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, hurricanes or tropical storms, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

**30. Descriptive Headings.** The headings used herein are descriptive only and for the convenience of identifying provisions and are not determinative of the meaning or effect of any such provision.

**31. 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.

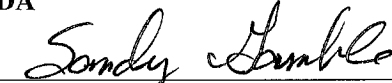
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Signature Page to Follow*



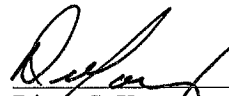
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

**"SCHOOL BOARD"**

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

By:   
Sandy Gamble, Chairperson

Date: 8-26-19

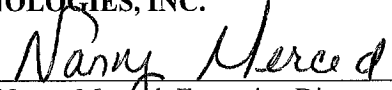
Attest:   
Diane S. Kornegay, Superintendent

Approved as to form:

  
School Board Attorney

**"CONTRACTOR"**

**ACADEMY OF CONSTRUCTION  
TECHNOLOGIES, INC.**

By:   
Nancy Merced, Executive Director

Date: 9-1-19

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- I. Scope of Work:** The CONTRACTOR will coordinate the youth/pre- apprenticeship program for LCSB students between July 1, 2019 through June 30, 2020.

Consistent with the Carl D. Perkins program mission, this Agreement between CONTRACTOR and the SCHOOL BOARD provides an exceptional opportunity to develop academic, career, and technical skills of students who elect to participate in youth/pre-apprenticeship experiences.

As part of the services provided under this Agreement, CONTRACTOR:

- a) Establishes program requirements and meets with instructors on a regular basis to ensure proper training is conducted so that a skilled person graduating from the program is fully qualified in those areas of training designated by the program requirements and standards.
- b) Selects individuals for pre-apprenticeship and refers them to participating firms for training.
- c) Refers youth/pre-apprentices under written agreement for placement in the program.
- d) Advises schools in establishing minimum standards for related core and specific trade instruction, establishes on-the-job training and supervises the pre-apprentice to see that these criteria are adhered to during the training period.
- e) Intakes all complaints of violations of pre-apprenticeship agreements, whether the complaint is employer or pre-apprentice initiated, and takes appropriate action within the guidelines of the Program Requirements as in **EXHIBIT "C."**
- f) Ensures the ACT student Youth/Pre-Apprenticeship application packet and Youth/Pre-Apprenticeship student summer employment packet are completed with student, parent(s), instructor and school representative signatures.

**EXHIBIT "B"**  
**COMPENSATION**

- I.** The SCHOOL BOARD shall compensate CONTRACTOR for services rendered pursuant to the PAYMENT SCHEDULE below, provided that such services have either been specifically requested, in writing, by the SCHOOL BOARD or specifically authorized, in writing, by the SCHOOL BOARD.
- II.** CONTRACTOR shall ensure that all work performed, materials provided, and costs incurred by CONTRACTOR pursuant to this Agreement are billed to the SCHOOL BOARD in accordance with the PAYMENT SCHEDULE below.
- III.** CONTRACTOR understands and agrees that the SCHOOL BOARD shall bear no responsibility for compensation to, or reimbursement of, CONTRACTOR for any services rendered, costs incurred, or materials provided by CONTRACTOR pursuant to this Agreement which are either not specifically requested or authorized by the SCHOOL BOARD, in writing, or which are not specifically set forth in the PAYMENT SCHEDULE below.
- IV. PAYMENT SCHEDULE:**  
  
SCHOOL BOARD shall pay CONTRACTOR for services described in **EXHIBIT "A"** in the amount of \$5,000.00. This payment represents a percentage of the salary paid to full-time Executive Director for the program.
- V. INVOICES.**
  - A.** Payment shall be made in accordance with the Local Government Prompt Payment Act, §§ 218.70, *et. seq.* Florida Statutes.
  - B.** Payment shall be made within forty-five (45) days from the receipt of CONTRACTOR's invoice and completion of services.

EXHIBIT "C"



**ACADEMY  
OF  
CONSTRUCTION  
TECHNOLOGIES**

**PROGRAM REQUIREMENTS**

Post Office Box 592744  
Orlando, Florida 32859-2744  
Phone: 407-851-7803 Fax: 407-851-7804  
Web Site: [www.actcareers.com](http://www.actcareers.com)

**PROGRAM  
REQUIREMENTS  
FOR THE  
CONSTRUCTION TECHNOLOGIES  
YOUTH/PRE-APPRENTICESHIP PROGRAM**

## MISSION STATEMENT

The mission of the Academy of Construction Technologies (ACT) is ***to create an atmosphere that will inspire ACT students as we educate, train and prepare them for a successful career in construction.*** Its purpose is to develop a well-trained workforce in construction careers that will meet the needs of the construction industry and the youth of Central Florida.

## **PROGRAM GOALS/OBJECTIVES**

1. Develop student's attitudes, work habits and competencies necessary to succeed in the job market, complete the youth/pre-apprenticeship program and continue education and training at the post-secondary level.
2. Develop the student's ability to solve problems, think critically and work cooperatively with others to complete a project.
3. Develop in each student a sense of individual responsibility and pride in craftsmanship.
4. Prepare students to contribute to the economic growth of the construction industry as skilled, stable and productive employees.
5. Provide a structured career path, which will lead students directly into the job market and continuation to postsecondary education and training upon graduation.

## **INTENDED OUTCOMES:**

After successfully completing this program, the student will be able to:

1. Demonstrate knowledge of safe and efficient work practices.
2. Apply fundamental skills related to the specific occupation, craft or trade.
3. Safely use and care for equipment & tools
4. Properly use materials of the trade.
5. Demonstrate manipulative skills of the trade.
6. Demonstrate appropriate communication skills, math skills, and understanding of basic science and employability skills.
7. Be in a position to successfully enter the construction trade in the area in which he/she has demonstrated interest and aptitude.
8. Be equipped to continue and complete the postsecondary apprenticeship program in a chosen field.
9. Be encouraged and prepared to continue education and training at the postsecondary level.

## **BENEFITS TO STUDENTS**

Students will receive:

1. A program of study intended to provide for a smooth school-to-work transition.
2. A program that will enable students to link instruction received in school- related construction classes and laboratories with training received at the job site.
3. An opportunity to earn while they learn.
4. Counseling, testing and the opportunity to master academic and pre-identified occupational skills, which will allow entry into postsecondary apprenticeship with advanced standing.
5. Program options that will lead to job performance competency and self sufficiency to enable students to enter the labor force directly upon high school graduation and to continue education and training at the postsecondary level.

## **STUDENT RESPONSIBILITIES**

The student will:

1. Perform the assigned duties in a loyal manner and work to the best interest of all concerned.
2. Report job problems to supervisor and designated school coordinator.
3. Adhere to employer's company policy. (Note: employment may be terminated for the same reasons as for regular employees.)
4. Be regular in attendance at school and on the job. If unable to report to work, the employer and school coordinator must be notified by the student before the start of the normal workday.
5. A student youth/pre-apprentice may be terminated from apprenticeship employment upon withdrawal from school.
6. Maintain a Grade Point Average (GPA) of 2.0



## **BENEFITS TO EMPLOYERS**

The employer will receive:

1. A program that ensures the availability of a quality construction work force to local contractors with necessary specific tradeskills.
2. Youth/pre-apprentices who exhibit a proven work ethic and enhanced safety practices.
3. Reduced recruiting costs and less employee attrition.
4. Less difficulty in meeting current and future training quota requirements.
5. The opportunity to become more competitive due to higher productivity and higher-quality finished products.
6. An active feeder program to encourage participation in existing postsecondary apprenticeship or trade- specific training.

## **CONTRACTOR RESPONSIBILITIES**

1. To adhere to all state and federal regulations regarding employment, child labor laws, minimum wages and workmen's compensation.
2. To recognize and support the educational objectives of the Program Requirements for The Academy of Construction Technologies Youth/Pre-Apprenticeship Program and to provide employment for the student youth/pre-apprentice on a regular, continuous basis. However, employment is subject to availability due to economy.
3. To appoint a training supervisor/mentor for the student youth/pre-apprentice.
4. To agree to follow the "training plan" designed by the program's instructors and the training supervisor/mentor appointed by the contractor, to give the student youth/pre-apprentice a variety of work assignments according to the "training plan" and to provide comprehensive instruction under the direction of qualified personnel.
5. To provide a "Safety Orientation" on the job site for ALL new youth/pre-apprentices followed up with continuous safety instruction throughout the apprenticeship-training program.
6. To provide adequate equipment, materials and other facilities required in order to provide an appropriate learning experience for the student youth/pre-apprentice.

7. To keep accurate records of the student's attendance.
8. To notify the designated school coordinator if the student is absent without notification.
9. To pay the youth/pre- apprentices at the same rate as any other beginning employee in the same job as established and outlined in ACT's registered standards.
10. To permit the designated school coordinator(s) to visit the student and supervisor at the place of employment to determine progress, obtain direct feedback and make adjustments in the "training plan" whenever necessary.
11. To provide feedback and periodic evaluations of the student's performance by the training supervisor on a designated school form and to advise the school coordinator when a training problem arises.
12. If contractor terminates a student, the contractor shall provide written notice to ACT, to the student, and the school coordinator within 5 business days stating reason of termination.

## **BENEFITS TO SCHOOL**

1. Provides an opportunity to address the increasing gap between emerging job requirements and the ability of Florida's high school graduates to meet them.
2. Assists high school students' transition into meaningful careers with promising futures.
3. Provides an opportunity to reduce the dropout rate by offering instruction, which enables the youth/pre-apprentice to clearly see the relationship of school to the workplace.
4. Provides an opportunity for fewer high school disciplinary problems by offering more relevant occupational core training in grades 9 – 12.
5. Provide school instructors with exposure to current construction trends in industry.

## **SCHOOL RESPONSIBILITIES**

1. To provide core curriculum instruction and relevant trade-specific instruction from the occupational instructor.
2. To provide an on-the-job (OJT) training program under the direct supervision of a certified cooperative education coordinator/instructor.
3. To assure visitation to the student and employer by the cooperative education coordinator on a regular basis at the employer's site.
4. Student work attendance record will be completed by the contractor and reported to the home school.
5. To provide continuous safety instruction in the classroom and enforce work habits in the lab.
6. The participating school agrees to award credits earned in the Youth/Pre-Apprenticeship Program toward the student's high school diploma.
7. The participating school agrees to adhere to the curriculum and Program Requirements for the Youth/Pre-Apprenticeship Program in The Academy of Construction Technologies.
8. Instructors will communicate to the students employer's employment requirements to enter the OJT training program.
  9. Students must have completed the core curriculum prior to OJT training.
10. To permit ACT's representative and the contractor's representatives to visit the classroom and/or laboratory to determine the effectiveness of instruction and curriculum delivery.
  11. Provide on-going staff development programs for construction instructors.
12. Ensure ACT program requirements and training standards are effectively taught and adhered to.

## **NOTICE OF ADVERSE ACTION**

The youth/pre-apprentice and ACT office shall be given written notice within 5 school days of any adverse action affecting a registered youth/pre- apprenticeship status, and shall have an opportunity to present to the coordinator his/her response to the proposed action.

## **YOUTH/PRE-APPRENTICESHIP AGREEMENT**

The youth/pre-apprentice (and, if a minor, his/her parent or guardian) shall sign the youth/pre-apprenticeship agreement, which shall also be signed by the Academy of Construction Technologies.

## **RESPONSIBILITIES OF THE ACADEMY OF CONSTRUCTION TECHNOLOGIES**

The Academy of Construction Technologies is hereby responsible to carry out the provisions of these program requirements of apprenticeship.

## **DUTIES OF THE ACADEMY OF CONSTRUCTION TECHNOLOGIES**

The Academy of Construction Technologies is the administrative body responsible for successful overall operation of the apprenticeship program.

- (A) ACT is responsible for establishing program requirements and meeting with instructors on a regular basis to ensure proper training is conducted so that a skilled person graduating from the program is fully qualified in those areas of training designated by the program requirements and standards.
- (B) ACT is the body that, together with the schools involved, selects individuals for apprenticeship and refers them to participating firms for training.
- (C) ACT refers youth/pre-apprentices under written agreement for placement in the program.
- (D) ACT advises the schools in establishing minimum standards for related core and specific trade instruction, establishes on-the-job training and supervises the apprentice to see that these criteria are adhered to during the training period.

- (E) ACT listens to all complaints of violations of apprenticeship agreements, whether it is employer or apprentice and takes appropriate action within the guidelines of the Program Requirements.
- (F) ACT ensures the ACT student Youth/Pre-Apprenticeship application packet and Youth/Pre-Apprenticeship student summer employment packet are complete with student, parent(s), instructor and school representative signatures.

### **SCHOOL BOARD RESPONSIBILITIES**

1. The School Board or representatives will form a curriculum review committee comprised of representatives from the County School Board, Academy of Construction Technologies, contractors and teachers to review the youth/pre-apprenticeship curriculum on a regular basis.
2. The School Board will have a designated representative as an active board member to serve on the ACT Board of Trustees.

### **YOUTH/PRE-APPRENTICE COMPLAINT PROCEDURE POLICY**

In the event that a youth/pre-apprentice believes there is a basis for complaint, the youth/pre-apprentice must first discuss the alleged complaint with the designated school coordinator.

In case of failure by a youth/pre-apprentice in related occupational instruction, The Academy of Construction Technologies shall fulfill its obligations, including the right to suspend him/her from the program for a specific length of time/or for sufficient reasons, take steps to have his/her apprenticeship agreement removed after a hearing by The Academy of Construction Technologies. The youth/pre-apprentice shall be given five (5) school days notice of any adverse action taken against him/her.

## **MINIMUM QUALIFICATIONS FOR YOUTH/PRE-APPRENTICESHIP APPLICANTS**

The youth/pre-apprenticeship committee shall determine the qualifications of all applicants for apprenticeship. Each applicant for apprenticeship shall submit the following information to the youth/pre-apprenticeship committee:

- a. Evidence that student is at least 16 years of age.
- b. Transcript of school courses and grades.
- c. Evidence that the student has completed a youth/pre-apprenticeship application in its entirety.
- d. Each student shall participate in an interview.
- e. Substance abuse testing, if allowable by law.

## **EQUAL OPPORTUNITY STATEMENT**

Selection of youth/pre-apprentices into the program shall be made from qualified applicants without regard to race, creed, color, national origin, sex or occupationally irrelevant physical requirements, in accordance with objective standards, which permit review after full and fair opportunity for application.

## **REQUIREMENTS FOR ENTRANCE INTO ON-THE-JOB TRAINING**

The student must meet the participating employer's employment requirements to be accepted into the OJT portion of the Youth/Pre- Apprenticeship Program. The student must also have completed the core curriculum and designated safety training prior to employment and must complete the student learner exemption form from Florida Department of Labor (Education) regarding the State's Child Labor Law.

## **TERM OF APPRENTICESHIP**

The minimum number of hours for the trade involved will be determined by the Academy of Construction Technologies and shall be realistic in terms of attainment of predetermined competencies and relative to national industry standards.

## **COMPLIANCE WITH YOUTH/PRE-APPRENTICESHIP PROGRAM REQUIREMENTS**

The signing of the following listed apprenticeship agreements shall bind ALL parties to the ACT program requirements:

- A. Youth/Pre-apprenticeship Agreement between the youth/pre-apprentice and the Youth/Pre-Apprenticeship Program Committee.
- B. Student Learner Exemption Agreement
- C. Participating School Apprenticeship Agreement between Orange, Osceola and Seminole County Public Schools and the parent, student, contractor, school coordinator, and school board representative.
- D. OJT training plan and training agreement.

## **SAFETY**

The Youth/Pre-Apprenticeship Program Committee agrees that safety will be included as part of the instruction provided at the OJT training site and that OSHA standards will be strictly enforced.

## **RECORDS**

All records pertaining to the progress and training of the youth/pre-apprenticeship will become a part of the youth/pre-apprenticeship cumulative folder, and be maintained for not less than five (5) years after completing or terminating from program.