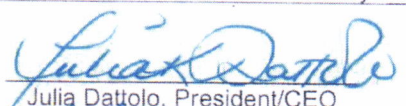
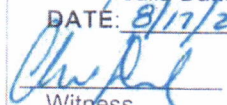
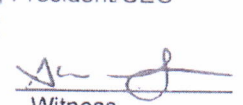
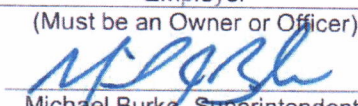
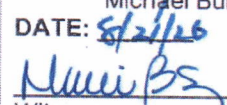
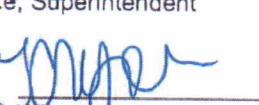


**INCUMBENT WORKER/CUSTOMIZED TRAINING  
COST REIMBURSEMENT CONTRACT (VENDOR) NO. \_\_\_\_\_**

| Parties                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CareerSource Palm Beach County                                                                                                                                                                                                                                                                                        | (hereinafter "Employer")                                                                                                                                                                                                                                                                                                                                                                    |
| The Administrative Entity for the CareerSource Palm Beach County Consortium pursuant to an Inter-local Contract entered into in accordance with Florida Statutes §163.01                                                                                                                                              | Tax ID #: 26-3007038<br>Business Type: _____<br>(Corporation, Partnership, Sole Proprietor, etc.)<br>Business is licensed to do business in the State of Florida and in Palm Beach County.                                                                                                                                                                                                  |
| Notice Information                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                             |
| Must be certified mail return receipt requested                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                             |
| 3400 Belvedere Road<br>West Palm Beach, Florida 33406<br>(561) 340-1060                                                                                                                                                                                                                                               | Employer Name, address and phone number:<br>School District of Palm Beach County<br>3300 Forest Hill Blvd, Suite C-316<br>West Palm Beach, FL 33406<br>561-434-8747                                                                                                                                                                                                                         |
| Term of the Contract                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                             |
| From: 8/24/2026                                                                                                                                                                                                                                                                                                       | To: 6/30/2027                                                                                                                                                                                                                                                                                                                                                                               |
| End Date                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                             |
| Signature Block                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                             |
| CareerSource Palm Beach County                                                                                                                                                                                                                                                                                        | Employer                                                                                                                                                                                                                                                                                                                                                                                    |
| <br>DATE: 8/17/26<br>DATE: 8/17/26<br>Witness: <br>Witness:  | (Must be an Owner or Officer)<br><br>Michael Burke, Superintendent<br>DATE: 8/21/26<br>DATE: 8/21/26<br>Witness: <br>Witness:  |
| Purpose                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                             |
| The purpose of this Contract is to provide training to employees who have worked for the employer for a minimum of six (6) months prior to the training start date in order to increase the competitiveness of the employer and the employee trainees as described on the attached training plan.                     |                                                                                                                                                                                                                                                                                                                                                                                             |

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## General Requirements Provisions

Sections headings are for the purpose of reference only

|                                                              |                                                                                                                                                                                                              |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Prohibition Against Assignment</b>                        | Employer may not assign this contract or subcontract their responsibilities without CSPBC's written approval.                                                                                                |
| <b>Independent Contractor</b>                                | Employer is an independent contractor. This Contract does not create an agency or employment relationship between employer and CSPBC.                                                                        |
| <b>Nepotism</b>                                              | Employee trainees may not be a member of Employer's immediate family or Employer's management or supervisory employee's family                                                                               |
| <b>Prohibition Against Improper Payments</b>                 | Employer warrants that they have not employed any person to solicit or secure this Contract for a commission, percentage, brokerage, or contingent fee.                                                      |
| <b>Modification</b>                                          | This Contract may be modified if both parties sign a written amendment.<br>CSPBC may unilaterally amend this Contract if there are changes in federal, state or local laws, rules, regulations, or policies. |
| <b>Contract Construction</b>                                 | This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.                                                                                        |
| <b>Venue</b>                                                 | Venue for litigation regarding this Contract shall be in Palm Beach County, FL.                                                                                                                              |
| <b>Exhibits</b>                                              | The following Exhibits are incorporated into and considered a part of this Contract. Any conflict between these documents and the Contract will be construed in favor of this Contract.                      |
|                                                              | Exhibit A Budget                                                                                                                                                                                             |
|                                                              | Exhibit B Employer's Share Worksheet                                                                                                                                                                         |
|                                                              | Exhibit C Training Courses and Match                                                                                                                                                                         |
|                                                              | Exhibit D Assurances and Certifications                                                                                                                                                                      |
|                                                              | Exhibit E Debarment                                                                                                                                                                                          |
|                                                              | Exhibit F Drug Free Workplace                                                                                                                                                                                |
|                                                              | Exhibit G Lobbying Form                                                                                                                                                                                      |
|                                                              | Exhibit H Lobbying Certification                                                                                                                                                                             |
|                                                              | Exhibit I Tobacco Smoke                                                                                                                                                                                      |
| <b>Contract and Exhibits Constitute the Entire Agreement</b> | This Contract represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, and Contracts.                                           |
| <b>Termination</b>                                           | Either party may terminate this Contract, for convenience, upon thirty (30) days written notice to the other.                                                                                                |
|                                                              | CSPBC may terminate this Contract if the state or federal government terminates or reduces the grants which make this contract possible.                                                                     |
|                                                              | CSPBC may terminate this Contract if Employer has breached this contract by violating the terms and conditions of this Contract.                                                                             |
|                                                              | In the case of early termination of the contract other than for cause, costs will only be reimbursed up to the date of cancellation.                                                                         |
| <b>Access to Records and Record Retention</b>                | Employer agrees to provide access to the records related to the program to CSPBC or its funders through the record retention period.                                                                         |
|                                                              | Employer agrees to keep all records related to the contract program for 5 years.                                                                                                                             |
|                                                              | In the case of a claim, litigation, audit, or monitoring finding Employer agrees to keep program records until the matter is resolved even if the period extends beyond 5 years.                             |
|                                                              | Incomplete or incorrect entries in the books, and records, related to the program may be a basis for disallowance and recovery of any payment made to Employer.                                              |

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**General Requirements Provisions**  
**Sections headings are for the purpose of reference only**

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                     |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Liability and Sovereign Immunity</b>               | <p>Each party shall be responsible for its own negligent or wrongful acts or omissions and those of its respective officers, employees, and agents. Nothing contained in this Contract shall be construed as requiring either party to indemnify, defend, or assume liability for the negligence or wrongful acts or omissions of the other party. Nothing contained herein shall be construed as a waiver of the sovereign immunity of the School Board of Palm Beach County, Florida, or as an expansion of its liability beyond the limitations established in section 768.28, Florida Statutes.</p> <p>The limitations stated above apply only to claims governed by section 768.28, Florida Statutes, and do not limit the Employer's contractual obligations to document costs, provide its required contribution, return overpayments, or repay questioned or disallowed costs resulting from noncompliance with this Contract or applicable federal or state requirements</p> |                                                                                                                                                                                     |
| <b>Insurance</b>                                      | <b>Employer agrees to maintain the insurance coverage listed below:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                     |
|                                                       | <b>Workers Compensation Coverage</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | In compliance with Chapter 440, Florida Statutes.                                                                                                                                   |
|                                                       | <b>Comprehensive General Liability Coverage</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | With a minimum limit of one million dollars (\$1,000,000.00) per occurrence and combined single limit for bodily injury liability and property damage liability.                    |
|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Including premises and/or operations                                                                                                                                                |
|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Including independent contractors                                                                                                                                                   |
|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Including products and/or completed operations for contracts                                                                                                                        |
|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Including broad form contractual coverage applicable to this contract including a hold harmless and/or indemnification                                                              |
|                                                       | <b>Business Automobile Liability, or Non-Owner Vehicle Insurance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Personal Injury Coverage with no Employee and Contractual Exclusions and minimum coverage limits equal to those required for Bodily Injury Liability and Property Damage Liability. |
|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | If individuals are being transported or are using their car to participate in the program other than driving to and from work                                                       |
|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Minimum limits of \$500,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.                                                      |
| <b>Adding CSPBC as a 3<sup>rd</sup> Party Insured</b> | Employer agrees to have a certificate issued naming CSPBC and their governing boards as additional insureds under their General Liability and Auto Insurance Policies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                     |
|                                                       | Employer shall furnish certified copies of the Certificates of Insurance or endorsements to CSPBC upon contract execution.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                     |
|                                                       | All policies must be endorsed to provide CSPBC with at least thirty (30) days' notice of cancellation and/or restriction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                     |

## TRAINING

|                                                          |                                                                                                                                                                                               |                                                                                                                                                           |                                                                             |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <b>Identification of Employee Trainees</b>               | <b>Employer shall identify the employees to be trained under this Contract.</b>                                                                                                               |                                                                                                                                                           |                                                                             |
|                                                          | <b>Employer shall provide the following information with respect to each employee/trainee prior to training:</b>                                                                              |                                                                                                                                                           |                                                                             |
|                                                          |                                                                                                                                                                                               | <b>Employee Name</b>                                                                                                                                      |                                                                             |
|                                                          |                                                                                                                                                                                               | <b>Social Security Number</b>                                                                                                                             |                                                                             |
|                                                          |                                                                                                                                                                                               | <b>Date of Birth</b>                                                                                                                                      |                                                                             |
|                                                          |                                                                                                                                                                                               | <b>Evidence of citizenship, legal residency, or I-9</b>                                                                                                   |                                                                             |
|                                                          |                                                                                                                                                                                               | <b>Employee contact information and cell number</b>                                                                                                       |                                                                             |
|                                                          | CSPBC will determine selective service registration for male employees. Employees who did not register timely for selective service may not be provided training under this Contract.         |                                                                                                                                                           |                                                                             |
|                                                          | Employer shall provide or assure employee/trainees provide CSPBC with the information listed below as it applies to each employee/trainee. CSPBC agrees to keep the information confidential: |                                                                                                                                                           |                                                                             |
|                                                          | <b>Gender</b>                                                                                                                                                                                 | <b>Race</b>                                                                                                                                               | <b>Ethnicity</b>                                                            |
| <b>Education Level</b>                                   | <b>Veteran Status</b>                                                                                                                                                                         | <b>Public Assistance</b>                                                                                                                                  |                                                                             |
| <b>Number of Employee Trainees</b>                       | The number of employee/trainees shall be:                                                                                                                                                     |                                                                                                                                                           | 44                                                                          |
| <b>Employee/Trainee Wage</b>                             | <b>Current Wage by Job Title:</b>                                                                                                                                                             |                                                                                                                                                           | <b>Wage After Training By Job Title:</b>                                    |
|                                                          | Associate Substitute Teacher - \$24.01                                                                                                                                                        |                                                                                                                                                           | Certified Teacher - \$36.12                                                 |
|                                                          |                                                                                                                                                                                               |                                                                                                                                                           |                                                                             |
| <b>Required Training Documents</b>                       | <b>Employer must maintain the following training documents</b>                                                                                                                                |                                                                                                                                                           |                                                                             |
|                                                          |                                                                                                                                                                                               | <b>Employee Identification Information</b>                                                                                                                |                                                                             |
|                                                          |                                                                                                                                                                                               | Written time and attendance records to document the days and hours each employee-trainee spends in training                                               |                                                                             |
|                                                          |                                                                                                                                                                                               | Sign-in sheets for each course and each day during which training is provided. Sign in sheets must contain original signatures of the employee - trainees |                                                                             |
|                                                          |                                                                                                                                                                                               | Certificates or credentials                                                                                                                               |                                                                             |
| <b>Training Courses</b>                                  | 1.                                                                                                                                                                                            | LEC BA 1                                                                                                                                                  |                                                                             |
|                                                          | 2.                                                                                                                                                                                            | LEC BA 2                                                                                                                                                  |                                                                             |
|                                                          | 3.                                                                                                                                                                                            | Barry BA 1                                                                                                                                                |                                                                             |
|                                                          | 4.                                                                                                                                                                                            | Barry BA 2                                                                                                                                                |                                                                             |
| <b>Training Provider</b>                                 | <input type="checkbox"/>                                                                                                                                                                      | Internal staff<br>Name and Title:                                                                                                                         |                                                                             |
|                                                          | <input checked="" type="checkbox"/>                                                                                                                                                           | Educational Institution<br>Name: Lake Erie College, Barry University                                                                                      |                                                                             |
|                                                          | <input type="checkbox"/>                                                                                                                                                                      | Certified Instructor(s)<br>Name and Certifying Entity:                                                                                                    |                                                                             |
| <b>Hours of Training/by Course</b>                       | The number of hours of training shall be:                                                                                                                                                     |                                                                                                                                                           | 168                                                                         |
| <b>The Curriculum</b>                                    | Curriculum to be provided by:                                                                                                                                                                 |                                                                                                                                                           | Employer <input type="checkbox"/> Other <input checked="" type="checkbox"/> |
|                                                          | Specify :                                                                                                                                                                                     |                                                                                                                                                           |                                                                             |
| <b>Employee will receive a Certificate or Credential</b> | <input checked="" type="checkbox"/>                                                                                                                                                           | Yes                                                                                                                                                       | No                                                                          |

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## Training

|                                   |                                                                                                                  |                                                                           |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <b>Completion of Training</b>     | Employee will be considered to have completed training when they:                                                |                                                                           |
|                                   | A.                                                                                                               | Complete the training course(s) days/hours, and                           |
|                                   | B.                                                                                                               | Receive the training certificate or industry certification if applicable. |
| <b>CSPBC Grievance Procedures</b> | Employer agrees to adhere to CSPBC's grievance procedures if a complaint arises in connection with the training. |                                                                           |

### Contract Compensation

|            |                                                          |                                           |                                                                                                                                                                                                         |  |
|------------|----------------------------------------------------------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>I</b>   | <b>Compensation</b>                                      | 1.                                        | CSPBC will reimburse Employer up to \$ <u>220,000</u> in accordance with the attached budget.                                                                                                           |  |
|            |                                                          | 2.                                        | Employer is responsible for their share of the training costs as indicated in section IV below.                                                                                                         |  |
|            |                                                          | A.                                        | Employer's share will be comprised of one or more of the cost elements indicated in Section V below.                                                                                                    |  |
|            |                                                          | B.                                        | If any of the elements comprising "Employer's Share" are reduced CSPBC shall adjust the compensation due the Employer to assure the "Employer Share" meets the federal requirement per WIOA §134(d)(4). |  |
|            |                                                          | 3.                                        | Invoices must be submitted on the CSPBC Invoice Form.                                                                                                                                                   |  |
|            |                                                          | 4.                                        | Invoices must be submitted within 10 working days of the training end date.                                                                                                                             |  |
|            |                                                          | 5.                                        | Invoices must be accompanied by the documents identified in section II below.                                                                                                                           |  |
| <b>II</b>  | <b>Documents to be Submitted with Employer's Invoice</b> |                                           | Documentation that supports the training costs and "Employer's Share".                                                                                                                                  |  |
|            |                                                          | Wages                                     | Cancelled checks or copy of electronic payments.                                                                                                                                                        |  |
|            |                                                          | 3 <sup>rd</sup> Party Service Provider(s) | A copy of the invoice(s), and a copy of the front and back of the cancelled check or electronic payment to the 3 <sup>rd</sup> party.                                                                   |  |
|            |                                                          | Purchases                                 | A copy of the invoice, and a copy of the front and back of the cancelled check or electronic payment.                                                                                                   |  |
|            |                                                          | Training Completion                       | Copy of the certificate or credential.                                                                                                                                                                  |  |
|            |                                                          | "Employer Share"                          | Written time and attendance records documenting the days/hours each employee-trainee spent in training.                                                                                                 |  |
|            |                                                          | Evidence of training participation        |                                                                                                                                                                                                         |  |
| <b>III</b> | <b>Employer Size</b>                                     | Employer's workforce consists of          |                                                                                                                                                                                                         |  |
|            |                                                          | <input type="checkbox"/>                  | 1 – 50 employees (including those employed through a staffing company, PEO or employee leasing company).                                                                                                |  |
|            |                                                          | <input type="checkbox"/>                  | 51 - 100 employees (including those employed through a staffing company, PEO or employee leasing company).                                                                                              |  |
|            |                                                          | <input checked="" type="checkbox"/>       | 101 or more employees (including those employed through a staffing company, PEO or employee leasing company).                                                                                           |  |

### Contract Compensation

|           |                                                                                       |                                     |                                                                         |                       |
|-----------|---------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------------------------------------------|-----------------------|
| <b>IV</b> | <b>Employer's Share of Training Costs</b><br><br><b>"Employer's Share"</b>            | <input type="checkbox"/>            | Ten percent                                                             | 1 – 50 employees      |
|           |                                                                                       | <input type="checkbox"/>            | Twenty-five percent (25%)                                               | 51 – 100 employees    |
|           |                                                                                       | <input checked="" type="checkbox"/> | Fifty-nine percent (59%)                                                | 100 or more employees |
|           |                                                                                       | <input type="checkbox"/>            | Employee/Trainee wage records if used for employer's share.             |                       |
| <b>V</b>  | <b>Employer Portion of Training</b><br><br><b>Worksheet is attached as Exhibit B.</b> | <input checked="" type="checkbox"/> | Employee/Trainee wages while attending training.                        |                       |
|           |                                                                                       | <input type="checkbox"/>            | Proportionate cost of the space used for the training.                  |                       |
|           |                                                                                       | <input type="checkbox"/>            | Proportionate cost of the utilities associated with the training space. |                       |
|           |                                                                                       | <input type="checkbox"/>            | Wages of Supervisors assigned to employees during training.             |                       |

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## Federal and State Contract Compliance Requirements

| <b>Violations of this section may result in termination of this Contract and Employer being required to repay funds received under this Contract.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Equal Employment Opportunity</b>                                                                                                                   | Employer agrees not to discriminate in their hiring or employment practices and to comply with:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                                                                                       | <p>The Civil Rights Act of 1964, as amended.</p> <p>Contractor agrees not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. This includes, but is not limited to: Employment, upgrading, demotion, transfer; recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.</p> <p>All advertisements for employees will include a statement that all qualified applicants be considered without regard to race, color, religion, sex, or national origin.</p> <p>Contractor shall notify any labor union with which he has a collective bargaining agreement of their commitments under section 202 of Executive Order 11246 of September 24, 1965.</p> <p>If provided by CSPBC, Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.</p> <p>Contractor agrees to comply with Executive Order 11246 of September 24, 1965, and applicable regulations and rules.</p> |
|                                                                                                                                                       | The Age Discrimination Act of 1975, as amended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                                                                                       | The American with Disabilities Act of 1990, as amended in 2008 and in accordance with the regulations and guidance issued by the Department of Justice, the Equal Opportunity Commission and the US Department of Labor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                                                                                       | Section 504 of the Rehabilitation Act of 1973, as amended                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                                                                       | The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Davis-Bacon Act, as amended (40 U.S.C. 3144)</b>                                                                                                   | Contractor shall comply with the Davis Bacon Act and its regulations at 29 CFR Part 5), as applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)</b>                                                                                | Contractor agrees to comply with the Copeland Anti-Kickback Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333 and 3701-3708).</b>                                                              | Contractor agrees to comply with Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333) regarding the computing of a standard work week as having 40 hours as applicable to contracts in excess of \$100,000.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Wage and Hour Laws</b>                                                                                                                             | Employer must comply with local, State and Federal wage and hour laws.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Debarment and Suspension Executive Orders 12549 and 12689</b>                                                                                      | Contractor certifies that they are not on the federal debarment or suspension list.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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### Federal and State Contract Compliance Requirements

|                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Clean Air Act (42 U.S.C. § 7401 et seq.) and The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended</b> | Contractor agrees to comply with the Clean Air Act and the Federal Water Pollution Control Act as applicable to contracts in excess of \$150,000.                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)</b>                                                                             | Contractor agrees to file the appropriate certification as required by the Byrd Anti-Lobbying Amendment in applying or bidding for an award of \$100,000 or more, indicating that they will not and have not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, or a member or employee of Congress, in connection with obtaining any Federal contract, grant or any other award and will disclose any lobbying efforts using federal funds. |
| <b>Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962)</b>                         | Contractor agrees to comply with the Solid Waste Disposal Act as amended procuring solid waste management services in a manner that maximizes energy and resource recovery; and procuring recovered materials identified by the EPA pursuant to U.S.C. section 6002 and 40 CFR part 247 where the purchase exceeds \$10,000.                                                                                                                                                                                                    |
| <b>Rights to Inventions Made Under a Contractor Agreement</b>                                                                      | Contractor agrees to comply with the Rights to Inventions in accordance with 37 CFR § 401 applicable to Nonprofit Organizations and Small Business Firms and any implementing regulations issued by the federal awarding agency.                                                                                                                                                                                                                                                                                                |
| <b>Energy Policy and Conservation Act (42 U.S.C. 6201).</b>                                                                        | Contractor agrees to comply with mandatory standards and policies relating to energy efficiency as detailed in the Energy Policy and Conservation Act.                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Prohibition Against Sectarian Activities</b>                                                                                    | Employer agrees not to engage employee/trainees in sectarian activities or in the construction of sectarian facilities.                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Collective Bargaining</b>                                                                                                       | Employer agrees adhere to collective bargaining agreements applicable to employees/trainees hired under this Contract.                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Union Activities</b>                                                                                                            | Employer will not encourage or discourage union activities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Displacement</b>                                                                                                                | Employer agrees that this program will not result in the displacement of currently employed workers or impair existing contracts for services.                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Maintenance of Effort</b>                                                                                                       | A. Employer agrees funds provided under this Contract will not be used to train an employee/trainee to fill a job opening created by a hiring freeze, lay off or termination of a regular employee to create a vacancy for trainee or to infringe upon the promotional opportunities of a currently employed worker.                                                                                                                                                                                                            |
|                                                                                                                                    | B. Employer certifies that training funded under this Contract shall not replace training which would otherwise be provided by Employer.                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Public Entity Crimes Certification</b>                                                                                          | Employer represents that the execution of this Contract will not violate the Public Entity Crimes Act, (Sec. 287.133, 287.017 Florida Statutes) nor has Employer committed an act defined by Section 287.133, Florida Statutes, or been placed on the convicted vendor list.                                                                                                                                                                                                                                                    |
| <b>Relocation</b>                                                                                                                  | Contractor shall not use any of the funds under this Contract to encourage or induce the relocation of an establishment. If employer has relocated from a different area in the country and terminated employees in that location, employer certifies that the date of execution of this Contract is at least 120 days after beginning business operations in the new location. Violations may result in double damages.                                                                                                        |

IWT/CT NO.

IWT/CT NO.

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## **ADDENDUM TO INCUMBENT WORKER/CUSTOMIZED TRAINING COST REIMBURSEMENT CONTRACT**

The following provisions are added to and incorporated into the Agreement. In the event of a conflict, these provisions shall apply as stated below.

### **E-Verify**

a. Pursuant to Fla. Stat. §448.095, Contractor agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees during the term of this contract or solicitation.

b. Pursuant to Fla. Stat. §448.095, if Contractor enters into a contract with a subcontractor(s) for the labor, supplies or services provided under this contract or solicitation, Contractor must require that the subcontractor(s) provide it with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor understands that it must maintain a copy of such affidavit for the duration of the contract or solicitation.

c. If School Board has a good faith belief that the Contractor has knowingly violated Fla. Stat. §448.09, School Board shall terminate the contract with the Contractor. The Contractor is liable for any additional costs incurred by the School Board as a result of a termination of this contract or solicitation pursuant to §448.095(2)(f).

d. If School Board has a good faith belief that a subcontractor(s) has knowingly violated §448.095, but Contractor has otherwise complied with this subsection, School Board shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor(s).

### **Commercial Nondiscrimination**

CareerSource Palm Beach County shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-consultants, vendors, suppliers, or commercial customers. CareerSource Palm Beach County understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

### **Inspector General**

In the event this agreement involves a purchase in accordance with Policy 6.14, CareerSource Palm Beach County agrees and understands that the School District's Office of the Inspector General ("Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by CareerSource Palm Beach County with regard to the Agreement. CareerSource Palm Beach County's employees, vendors, officers and agents shall furnish the Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance with the Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement. Furthermore, CareerSource Palm Beach County understands, acknowledges and agrees to abide by School Board Policy 1.092.

### **Indemnification by Governmental Agency**

**Replacement of Liability / Indemnification Clause.** Employer acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledges that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. To the extent and limits of §768.28, Florida Statutes, Employer will indemnify and be responsible for and hold CareerSource Palm Beach County harmless from and against any and all claims, damages, costs, and expenses caused by its negligent or intentional acts, any copyright violations or arising out of the breach of this contract. Notwithstanding the foregoing, this provision is not intended to serve or constitute (i) an agreement by Employer to indemnify CareerSource Palm Beach County for its own negligence; (ii) a waiver of sovereign immunity by Employer; (iii) a waiver of any defense Employer may have under such statute; (iv) the consent of Employer or its officers, employees to be sued; or (v) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28 of the Florida Statutes.

### Indemnification by Company

CareerSource Palm Beach County agrees to indemnify Board and its officers, directors, employees and agents, from and against all claims, liabilities, losses, costs, damages, judgments, penalties, fines, attorneys' fees, court costs and other legal expenses, insurance deductibles and all other expenses arising out of or relating to, directly or indirectly:

- a. the negligent, grossly negligent, or intentional act or omission of CareerSource Palm Beach County or its directors, officers, employees, agents or contractors;
- b. CareerSource Palm Beach County's failure to perform any of its obligations under this Agreement; and
- c. any act or omission of CareerSource Palm Beach County in connection with the terms of this Agreement; and
- d. any action by a third party against Board that is based on any claim that any products supplied or services performed under this Agreement infringe a patent, copyright or other proprietary right or violate a trade secret.

CareerSource Palm Beach County recognizes the broad nature of this indemnification and hold harmless article and voluntarily makes this covenant for good and valuable consideration provided by Board in support of this indemnification in accordance with the laws of Florida.

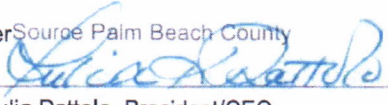
### Security of Confidential Personal Information

In accordance with Section 501.171, F.S., CareerSource Palm Beach County shall take reasonable measures to protect and secure School Board's records in any form. This data may include personal, financial or student information. CareerSource Palm Beach County shall notify School Board as expeditiously as practicable, but no later than 30 days after the determination of the breach or reason to believe a breach has occurred. CareerSource Palm Beach County shall work with School Board to satisfy the requirements of Section Fla. Statutes, Chapter 501.171, as to required investigation and notice provisions. Further, CareerSource Palm Beach County shall reimburse School Board for actual, reasonable costs incurred by School Board in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation within 30 days of receipt of documentation from School Board evidencing such actual, reasonable costs incurred.

### ACKNOWLEDGMENT

This Addendum is intended to be attached to and made part of the Incumbent Worker/Customized Training Cost Reimbursement Contract (Vendor) between CareerSource Palm Beach County and The School Board of Palm Beach County, Florida.

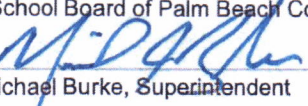
CareerSource Palm Beach County

By: 

Date: 8/17/26

Julia Dattolo, President/CEO

The School Board of Palm Beach County, Florida

By: 

Date: 8/24/26

Michael Burke, Superintendent

Reviewed and approved as to legal sufficiency  
*Kimberly Hall* 8/20/2026



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
OFFICE OF GENERAL COUNSEL TO THE SCHOOL BOARD

## Contract Review as to Form and Legal Sufficiency Checklist

Board Item

Board Mtg. Date

PBSD Contract Form: ☐ Yes ☒ No Name of contract: CareerSource Palm Beach County- Cost Reimbursement Contract

Contract Action: ☒ New ☐ Renewal ☐ Amendment/Modification/Change Order

School/Department Requesting Review as to Form and Legal Sufficiency: Recruitment and Retention

Does the Request for Legal Review indicate that the Chief, Assistant Superintendent, Director or Principal reviewed and approved the content of the Contract? ☒ Yes ☐ No

| Contract Terms                                                                                        | Comments/Specific Provisions in Contract                                                                        |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Term (Length of Contract)                                                                             | 8/24/2026 - 6/30/2027                                                                                           |
| Automatic Renewal Provision? <input type="radio"/> Yes <input checked="" type="radio"/> No            | If yes, is business case justification included with backup? <input type="radio"/> Yes <input type="radio"/> No |
| Termination                                                                                           | Please see Page 2.                                                                                              |
| Insurance                                                                                             | Please see Page 3.                                                                                              |
| Liability                                                                                             | Please see the Addendum.                                                                                        |
| Confidentiality                                                                                       | Please see the Addendum.                                                                                        |
| Warranties                                                                                            | None                                                                                                            |
| Labor Issues                                                                                          | None                                                                                                            |
| Disclaimers                                                                                           | None                                                                                                            |
| Background Screening                                                                                  | None                                                                                                            |
| Inspector General                                                                                     | Please see the Addendum.                                                                                        |
| E Verify Provision                                                                                    | Please see the Addendum.                                                                                        |
| Non-Discrimination<br><input checked="" type="checkbox"/> Policy 6.144 <input type="checkbox"/> Other | Please see the Addendum.                                                                                        |
| Public Records<br><input type="checkbox"/> §119.0701,FS <input type="checkbox"/> Other                | None                                                                                                            |
| Governing Law<br><input checked="" type="checkbox"/> Florida <input type="checkbox"/> Other           | Please see Page 2.                                                                                              |
| Venue<br><input checked="" type="checkbox"/> Palm Beach <input type="checkbox"/> Other                | Please see Page 2.                                                                                              |
| Business Principles                                                                                   | Comments                                                                                                        |
| Fees: Total Value                                                                                     |                                                                                                                 |
| Fees: Per Fiscal Year                                                                                 |                                                                                                                 |
| Payment Terms                                                                                         |                                                                                                                 |
| Other Issues                                                                                          | Comments                                                                                                        |
| Beneficial Interest Affidavit                                                                         |                                                                                                                 |
| Non-Negotiable, Misc.                                                                                 |                                                                                                                 |
| Notes/Special Considerations                                                                          |                                                                                                                 |

Reviewed and approved as to form and legal sufficiency, only: ☒ Yes ☐ No

Consistent with applicable policies including, but not limited to, Procurement policies: ☒ Yes ☐ No

Consistent with applicable laws: ☒ Yes ☐ No

Kimberly Hall

Print Attorney Name

Rev. 02/12/2021

*Kimberly Hall*

Signature of Reviewing Attorney

8/20/2026

Date

RECORD COPY - Office of General Counsel to the School Board