

CONTRACT

Between

Brevard Workforce Development Board, Inc.

D/B/A **CareerSource Brevard Flagler Volusia** and New Shiloh Christian Center, Inc.

D/B/A **Shiloh Aerospace Maintenance Academy**

This Contract, hereafter referred to as "the Contract," is established between Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard Flagler Volusia, henceforth "CSBFV," and New Shiloh Christian Center, Inc. d/b/a Shiloh Aerospace Maintenance Academy, henceforth "SAMA,". The purpose of this Contract, effective from August 12, 2024, is to provide customized riveting training to eligible participants under the Florida Atlantic Workforce Alliance Initiative. It details the scope of services, program schedule, payment terms, deliverables, and dispute resolution.

**Both parties agree to the following applied to
Contract No. CSBFV-2425-004 and dated August 12, 2024:**

Section 1 Duration and Termination

This Contract commences on August 12, 2024, and remains valid until December 31st, 2024. Extension beyond this date requires mutual consent. Either party may terminate the Contract with sixty (60) days written notice.

Section 2 Subject to Funding/Budget

CSBFV, as a distributor of funds from various sources including the US Department of Labor, is not obligated to use its general funds for payments under this Contract. CSBFV retains the right to modify the funding terms if the budget becomes insufficient.

Section 3 Scope of Services

SAMA agrees to:

- Provide a qualified instructor and necessary training resources for up to fifteen (15) students. In the event a qualified instructor is not available, training will be rescheduled or cancelled, and the cost will be adjusted accordingly as defined in Section 4.
- Provide CSBFV with a list of applicants who have registered in Employ Florida to screen for eligibility/suitability for the program no later than ten (10) business days before training is scheduled to begin.
- Have applicants contact their career advisor with questions about the eligibility/suitability process and/or work with the applicant to communicate with the career advisor on the applicant's behalf.

- Provide CSBFV a course schedule no later than two (2) weeks before course is scheduled to begin. Any changes in schedule must be discussed with and agreed upon by CSBFV.
- Provide a report of attendance and student's training and performance status on a weekly basis at minimum.
- The cost of the training will include all training, testing and certification costs, materials, and supplies needed.

The contact information for SAMA is as follows:

Bishop Jacquelyn Gordon, Superintendent
 3900 Sarno Road
 Melbourne, FL 32934
 Telephone: 321-956-1404
 E-Mail: shilohaerospace@gmail.com

Ms. Lisa Ivey, Director
 3900 Sarno Road
 Melbourne, FL 32934
 Telephone: 321-956-1404
 E-Mail: lisa@newshilohcc.org

CareerSource Brevard Flagler Volusia agrees to:

- Provide SAMA with a list of approved applicants no later two (2) business days before start date of a scheduled course. SAMA may choose to extend time for approval up until the day course begins, subject to applicant status and CSBFV staff availability to process.
- CSBFV is under no obligation to begin or continue eligibility/suitability process after agreed upon dates.
- Provide SAMA with updates of applicant status as they become available to include: request received, screening in process or eligible/ineligible.
- Provide SAMA with clarification on any reason determining a candidate's eligibility.
- Provide SAMA with a billing address and to whom the invoice should be addressed.
- Submit payment to SAMA for training provided within thirty (30) days of receipt of SAMA invoice.

The contact information for CSBFV is as follows:

Performance Oversight/Technical Direction

Stephanie Robinson, Project Coordinator
 CareerSource Brevard Flagler Volusia
 297 Barnes Blvd., Rockledge, FL 32955
 Telephone: 321-394-0549
 E-Mail: srobinson@careersourcebfv.com

Section 4 Reporting and Invoicing

SAMA is responsible for submitting attendance and performance reports of participants to CSBFV every Monday for the previous week. Invoices for training courses will be submitted by SAMA to CSBFV by Friday, October 18, 2024.

Attendance and Course Standing Reports:

SAMA will provide CSBFV with weekly reports on the attendance and course standing of WIOA-eligible participants. Weekly report is to include attendance, performance status, and written quiz results. The absence or subpar performance of a WIOA-eligible participant shall be reported as soon as possible or in the weekly report to the CSBFV project coordinator so that the career advisor may follow up with the student. Contact: Stephanie Robinson srobinson@careersourcebfv.com or 321-394-0549.

CSBFV reserves the right to discontinue funding for a participant at any point in the training due to subpar performance or attendance after careful consideration and conversation with the participant and instructor. Performance and progress will be compared to course as outlined in attached outline and schedule. SAMA reserves the right to discontinue training for a participant for any reason. CSBFV will be charged for the student in accordance with the invoicing schedule that follows.

Invoicing:

SAMA will be reimbursed a total of \$7,500 per student who successfully obtains the certification and passes the final comprehensive quiz- to accrue at a rate of \$937.50 every week. In the event a student is determined unsuitable to complete training, or willingly drops the program, CSBFV will only pay for time completed.

Students Completes through	CSBFV Pays
Week 1 8/13	937.50
Week 2 8/21	\$1,875
Week 3 8/28	\$2,812.50
Week 4 9/4	\$3750
Week 5 9/11	\$4687.50
Week 6 9/18	\$5625
Week 7 9/25	\$6,562.50
Week 8 10/2	\$7,500

Due to the shortened length of the training, CSBFV will be relinquished of obligation to reimburse the total cost of any student that does not successfully obtain their certification or who fails the final comprehensive quiz. SAMA will be reimbursed \$2,812.50 for those students who pass the comprehensive quiz but fail the practical exam.

In the case of the course being cancelled before its scheduled end date with no ability to reschedule, CSBFV will not be charged for the course.

SAMA will invoice for the course by 10/18/2024:

Invoicing Contact:
 Jean Carvalho, Accounting Technician
 CareerSource Brevard Flagler Volusia
 297 Barnes Blvd., Rockledge, FL 32955
 Telephone Number: 321-394-0519
 E-Mail: jcarvalho@careersourcebfv.com

Section 5 Program Schedule

The training schedule is intended to result in the participant being prepared to take the CertTEC Aviation Sheet Metal Technician (Level 1) Certification examination for riveting and written exams testing knowledge of riveting theory, standards, and procedures. The certification exam will be given at the end of the course by a certified third party.

Training Course	Dates	Days/Time	Hours
Riveting	August 12 – September 25	T,W 5p -8p	42
Testing Week	October 1 – October 2	T,W 5p-8p	

Open Lab Time:

The lab will be open and an instructor will be available for students for additional practice or to complete unfinished work during the course/lab time. Other open lab time may be provided at instructor's discretion.

Section 6 Consideration

All contracting parties are bound by statutes and rules regarding client and student confidentiality.

Subject to the prior written approval by CareerSource Brevard Flagler Volusia, SAMA may use the CareerSource Brevard Flagler Volusia name and logo for marketing future training programs.

If services are not paid for in full in accordance with the Net 30 payment terms by CSBFV, these debts may be referred to an outside collection agency and to appropriate credit bureaus. Resulting collection costs, not to exceed 33% or the maximum amount allowable by law, will be added to the original debt and CSBFV must pay these costs, as well as attorney's fees, if applicable.

Section 7 Dispute Resolution

Disputes should be initially resolved informally, followed by adherence to CSBFV's Grievance Procedures if unresolved.

Section 8 Modifications

Any modifications to this Contract must be in writing and signed by authorized representatives of both parties.

Section 9 Indemnification

CSBFV agrees to indemnify SAMA and to hold it harmless from and against any third-party liabilities and expenses (including reasonable legal fees) arising out of or in connection with SAMA's performance under this Agreement, including allegations that SAMA has infringed or misappropriated such third party's intellectual property rights, provided that such damages, claims, or injury forming the basis of any claim to such indemnity and/or hold harmless agreement are shown to be proximately caused by SAMA.

IN NO EVENT SHALL SAMA BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER SUCH CLAIMS ARISE IN TORT OR CONTRACT, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The limitations set forth in this paragraph shall not apply to any indemnity claim under the first paragraph of this Section 9.

Agreement

The parties hereto agree to the above terms and conditions and have caused this Contract to be executed by their undersigned officials as duly authorized. The acceptance of this Agreement may be made by electronic transmission. Receipt of the electronic transmission shall, for the purpose of this Agreement, be deemed to be an original, including signatures.

Signatures

IN WITNESS WHEREOF, New Shiloh Christian Center, Inc. and CSBFV have caused the Agreement to be duly executed as of the date set forth below.

<i>Marci Murphy</i>	08 / 19 / 2024	<i>Bishop Jacquelyn Gordon</i>	08 / 16 / 2024
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Marci Murphy	Date	Bishop Jacquelyn Gordon	Date
Executive Director		Superintendent	
Brevard Workforce Development Board, Inc.		New Shiloh Christian Center, Inc. d/b/a	
d/b/a CareerSource Brevard Flagler Volusia		Shiloh Aerospace Maintenance Academy	

Signature Certificate

Reference number: BNMHZ-X5XMQ-CPXFG-RG7CV

Signer

Timestamp

Signature

Bishop Jacquelyn Gordon

Email: shilohaerospace@gmail.com

Sent: 16 Aug 2024 00:04:45 UTC
Viewed: 16 Aug 2024 00:42:15 UTC
Signed: 16 Aug 2024 13:18:22 UTC

Bishop Jacquelyn Gordon

Recipient Verification:

✓ Email verified 16 Aug 2024 00:42:15 UTC

IP address: 134.238.203.29

Marci Murphy

Email: mmurphy@careersourcebfv.com

Sent: 16 Aug 2024 00:04:45 UTC
Viewed: 19 Aug 2024 12:33:58 UTC
Signed: 19 Aug 2024 12:34:11 UTC

Marci Murphy

Recipient Verification:

✓ Email verified 19 Aug 2024 12:33:58 UTC

IP address: 76.240.240.243

Location: Melbourne, United States

Document completed by all parties on:

19 Aug 2024 12:34:11 UTC

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