

Agreement

between

**BREVARD WORKFORCE DEVELOPMENT BOARD, INC.
d/b/a CareerSource Brevard**

and

**E3 EDUCATIONAL SERVICES LLC
d/b/a Educare Envision College of Nursing**

This Agreement is made and entered into by and between the **Brevard Workforce Development Board, Inc., d/b/a CareerSource Brevard**, hereinafter referred to as “CSB” or “CareerSource Brevard”, and **E3 Educational Services d/b/a Educare Envision College of Nursing**, hereinafter referred to as “EECN” or “Company”.”

In consideration of the mutual covenants and promises set forth herein, CSB and Company agree as follows:

1. Purpose of Agreement

CSB and Company have agreed to enter into this contract for Company to provide CSB a range of services in support of the Healthcare Workforce Ambassador Grant – Addendum 7. These services are described in greater detail in Section 3 Scope below.

2. Term

The parties hereto agree that each of them may execute this Agreement on different dates, but hereby acknowledge that this Agreement shall begin on November 1, 2021 and remain in full force and effect until September 30, 2022, regardless of the date of signature.

3. Scope

The parties agree that EECN shall provide services as described below. Upon mutual agreement between CSB and EECN, the types and quantities of services may be modified in order to best support CSB’s obligations under the grant.

4. Provision of Services – EECN

EECN will perform the following functions:

Participant Training and Support

- A. Facilitate the provision of student scholarship awards for Educare Envision College of Nursing’s Practical Nursing to Professional Nursing (LPN to RN) Associate Degree Program, and Professional Nursing (RN) Associate Degree Program for students who begin training between April 1, 2021 through August 31, 2022.
- B. Provide information regarding CareerSource Brevard’s competitive scholarship opportunity to students and encourage applications.
- C. Assist prospective students by ensuring they understand and follow through with all CareerSource Brevard required activities to determine suitability and eligibility.
- D. Assist scholarship recipients by ensuring they follow through with all training vendor requirements to be accepted into and enrolled in the programs.
- E. Assist in identifying and resolving barriers to prospective students when such barriers can be removed.

Reporting

- A. EECN will electronically submit each scholarship applicant’s program start date,

current grade point average (GPA), and attendance record indicating number of days missed. Information must be submitted to CSB and the applicant by the deadline imposed (see chart below). The record should demonstrate progress made from program commencement up through four (4) days prior to the scholarship submission due date.

- B. Electronically submit, in spreadsheet format, scholarship-funded attendees name, email address, phone, full attendance record and completion status no later than ten (10) business days following the end of each term.
- C. Electronically submit scholarship recipients' graduation dates to CareerSource Brevard no later than ten (10) business days following graduation.

Addendum 7 Project Scholarship Schedule				
Program	Number of Competitive Scholarship Awards	Student Application and School Record Submission Deadline	Award Determination Date	Payment Voucher Date Issued by
June 2021 Practical Nursing (LPN) Program	3	December 3, 2021	December 27, 2021	January 14, 2022
August 2021 Professional Nurse (RN) Program	6	December 3, 2021	December 27, 2021	January 14, 2022
February 2022 Practical Nursing to Professional Nursing Track (LPN to RN)	6	March 18, 2022	April 8, 2022	April 29, 2022
June 2022 Practical Nursing (LPN) Program	3	August 5, 2022	August 26, 2022	September 9, 2022

5. Provision of Services – CareerSource Brevard

CSB will perform the following functions:

Participant Training and Support

- A. Develop comprehensive application process and scoring criteria to foster competition for scholarships to consider, at a minimum, financial need, recommendation letter, and essay response.
- B. Provide Educare Envision College of Nursing with process for students to apply for one of eighteen (18), one-time competitive scholarships in the amount of \$2,000, Students must accept the responsibility for the additional program costs.
- C. Utilizing CareerSource Brevard's Scholarship Unit, evaluate and score students' applications to determine which eighteen (18) students will receive a \$2,000 scholarship.
- D. Assist scholarship recipients by ensuring they follow through with training vendor requirements to be accepted into and enrolled in the program.
- E. Assist in identifying and resolving barriers to prospective students when such barriers can be removed.

6. Payment and Deliverables

The firm fixed price for services provided under this agreement is \$36,000. EECN will be reimbursed for all efforts detailed in the project budget as follows. EECN will be reimbursed for eighteen (18) student training scholarships at \$2,000 per student. The total reimbursement amount shall not exceed \$36,000. Students must be served by September 30, 2022. Payment will occur when EECN submits a voucher for payment along with an invoice and proof of the student's program enrollment to CareerSource Brevard.

Educare Envision College of Nursing Project Budget	
18 Student Scholarships @ \$2,000 each	\$36,000
Total Reimbursement	\$36,000

7. Dispute Resolution

Each party shall provide written notice to the other party of any dispute regarding this Agreement or the services it is intended to provide. The receiving party must in-turn respond in writing no later than 30 days from the date of receipt. If the parties are unable to resolve the dispute using this method, the matter shall be forwarded to the President of CSB for resolution, whose decision shall be final.

8. Termination

8.1 Termination at Will

This Agreement may be terminated at will and without cause (for convenience) by either party with no less than thirty (30) days written notice to the other party.

8.2 Termination for Breach:

This Agreement may be terminated immediately by either party with written notice to the other party for breach of any term or condition contained within this Agreement (default). This written notice shall be sent via certified mail, return receipt requested.

8.3 The provisions within this Agreement do not limit CSB's remedies at law or in equity.

9. Notices

The aforesaid termination notice, as well as all other notices required herein, shall be considered received when delivered to:

EECN:

Paulette Howell, RN, MSN, Ed.D
 2475 Palm Bay Road, Suite 15/16
 Palm Bay, FL 32935
 Phone: 321-586-5852
 Email: e3educationalservices@gmail.com

CSB:

Jana Bauer, Vice President of Operations
 297 Barnes Boulevard
 Rockledge, FL 32955
 Phone: 321-394-0696
 Email: jbauer@careersourcebrevard.com

10. Modifications

This Agreement may be modified at any time, in writing, upon mutual agreement of the parties.

11. Laws and Regulations

The Company does hereby agree to comply with all applicable Federal, State and local laws, regulations and requirements which are in effect at the inception of this Agreement or as may be promulgated or amended during its life.

12. Indemnification

Each party to this Agreement shall be responsible for its own negligence or wrongdoing. Subject to the limitations of Florida Law 768.28, each party agrees to indemnify and hold harmless the other party on account of the negligence or wrongdoing and all liabilities, claims, penalties, forfeitures, suits, and any resulting costs and expenses of the indemnifying party. This indemnity agreement shall include costs and reasonable attorney's fees necessitated and arising out of the negligence or wrongdoing of the indemnifying party. This provision shall survive the termination of this Agreement.

13. Confidentiality

In the event CSB receives a request for dissemination of EECN Confidential Information, CSB shall promptly notify EECN of such request, and shall refuse, to the extent permitted by law, to disclose the Confidential Information without the written consent of EECN. The Parties acknowledge that CSB is a federal and state funded organization and is subject to the Florida Public Records law, Florida Statute 119, and that any record deemed public and subject to disclosure will be released if a proper request is made.

14. **Assignment**

Neither Party shall have the right to assign, transfer or delegate the duties under this Agreement without the prior written consent of the other Party.

15. **Force Majeure**

In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

16. **Severability**

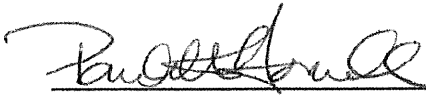
If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provision hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term or provision herein.

Agreement

The signatures below indicate agreement with the terms and conditions of this Agreement.

E3 Educational Services LLC

**Brevard Workforce Development Board, Inc.
d/b/a CareerSource Brevard**



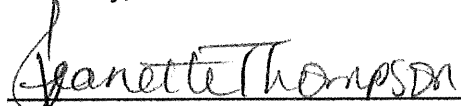
Date 10/29/21



Date 11/3/2021

Paulette Howell
RN, MSN, Ed.D
2475 Palm Bay Road, Suite 15/16
Palm Bay, FL 32935

Marci Murphy
President
297 Barnes Blvd.
Rockledge, FL 32955



Date 10/29/21

Jeanette Thompson
RN, MSN/ED
2475 Palm Bay Road, Suite 15/16
Palm Bay, FL 32935