

**3CONTRACT**

between

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

and

**PEPUP TECH, INC.**

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This Contract is made and entered into by and between the **Brevard Workforce Development Board, Inc., d/b/a CareerSource Brevard**, hereinafter referred to as “**CSB**” and **PepUp Tech, Inc.**, hereinafter referred to as “**PUT**.”

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

**1. Purpose of Contract**

CSB and PUT have agreed to enter into this contract for the purpose of PUT partnering with CSB as the established training provider to offer Salesforce Academy training to AARP Back to Work 50+ participants. This partnership is supported through the “Back to Work 50+ Skills Accelerator 50+ Workforce Initiative” as funded by AARP Foundation (Grant No. WFP-2021-12-002), hereinafter referred to as “grant.”

**2. Term**

The parties hereto agree that each of them may execute this Contract on different dates, but hereby acknowledge that this Contract shall begin on March 1, 2022, and remain in full force and effect until November 30, 2022, unless otherwise terminated or extended.

**3. Scope of Services**

As set forth in the structure of the grant, the parties have agreed to the following services provided by PUT.

- I. Co-host a minimum of two (2) Information Sessions with CSB to recruit candidates for the program.
- II. Partner with CSB to provide professional guidance in development of “Phase One” training curriculum to ensure the curriculum properly prepares individuals for “Phase Two.”
- III. Train a maximum of ten (10) qualified individuals as part of “Phase Two” of the program, providing Salesforce Academy training.
  - a. Training shall occur from April 4 – June 4, 2022. Technical Instruction courses shall be offered on Monday and Wednesdays, two (2) hours each, for a total of (4) hours each week.
    - i. Students shall be expected to complete homework assignments that equal 4-6 hours per week of individual study utilizing the Trailhead platform. Progress updates in the system shall be provided as modules are completed.

Contract No. CSB22-300-00  
AARP Skills Accelerator Grant Partnership

- b. Salesforce Academy training shall be offered in one (1) cohort, hosted virtually.
- IV.** Provide Transition Workshops on topics such as resume preparation, interview preparation, networking, successful job searching, effective communication, financial literacy, LinkedIn coaching and social media networking to all participants.
- a. Transition Workshops shall be offered once per week for a total of (1) hour each week.
- V.** Provide optional office hours to further assist participants in a one-on-one matter during the ten (10) week training class.
- a. Office hours shall be made available on Saturdays for two (2) hours for additional guidance and networking opportunities.
- b. Opportunities for “pop-up” sessions hosted by alumni and Salesforce professionals shall be made available to the cohort.
- VI.** Provide participants with access to study modules and curriculum to prepare for the Salesforce Administrator Certification exam.
- VII.** Provide to CSB, in Excel format, a weekly attendance record with supporting documentation to show participant’s progress. Supporting documentation includes any certificates of completion for assignments or certificates of completion for the course.
- VIII.** Produce invoice for tuition payment remittance including course roster with attendance as supporting documentation to CSB no later than (2) days the beginning of cohort training.
- IX.** Provide employment support to participants in the form of sharing job leads, hosting networking events, hosting additional workshops and employer recruitment efforts.
- X.** Additionally, CSB will utilize an allocated portion of WIOA formula funding for up to six (6) individuals to complete a work experience. PUT shall serve as the employer of record facilitating the employee-employer relationship, processing of payroll and employment-related needs.

**4. Program Schedule**

The parties agree that PUT shall provide services between April 2022 – November 2022 in accordance with the schedule below. Upon mutual contract between CSB and PUT, the quantity of services may be modified in order to best support CSB’s obligations under the grant and the individual needs of the cohort. The schedule is subject to change based on instructor availability, and upon mutual contract by both parties.

Activity(ies)	Schedule	Notes
Preparation	March – April 2022	Curriculum Preparation, Transition from Phase 1 to Phase 2 Support
Cohort Training	April – June 2022	Hosted virtually in accordance with Section 3. Scope of Services
Follow Up and Reporting	June – July 2022	Support of participants in preparation for certification exams, support of follow up

Contract No. CSB22-300-00  
AARP Skills Accelerator Grant Partnership

		documentation with CSB
Employment Support	July – November 2022	Employment support for participants

**5. Payment and Deliverables**

CSB agrees to compensate for services provided under this Contract not to exceed **\$49,480**.

PUT will be reimbursed for participant tuition (including course instruction, participant fees, certification costs, materials), as well as work experience opportunities for up to six (6) WIOA-eligible individuals as listed in Section 3. Scope of Services of this Contract. Reimbursement will be provided when PUT submits appropriate verification along with an acceptable invoice as outlined in the schedule below.

<b>AARP Skills Accelerator Phase Tuition &amp; Internship Costs</b>			
<b><u>Contracted Costs</u></b>			<b><u>Amount</u></b>
<b>Participant Tuition</b> (Cost calculated at \$2,500 per person for a maximum of 10 individuals). <i>Cost calculated at a discounted rate and includes tuition, materials (as related to learning management platform), instructor, certification prep, certificate of completion and certification voucher.</i> <b>Due by: April 14th, 2022</b>			<b>\$25,000</b>
<b>Work Experience – WIOA eligible adults</b> (Cost calculated at \$4,080* per participant for a maximum of 6 individuals) <i>*12 weeks x 240 hours x \$17/hour.</i> <i>CSB will allocate a portion of WIOA formula funding for this activity.</i>			<b>\$24,480</b>
<b>Internship Phase 1</b>	<b>6(s) x \$17 x 80(hrs)</b>	<b>Due by: Jun 10, 2022</b>	<b>\$8,160</b>
<b>Internship Phase 2</b>	<b>6(s) x \$17 x 80(hrs)</b>	<b>Due by: Jul 8, 2022</b>	<b>\$8,160</b>
<b>Internship Phase 3</b>	<b>6(s) x \$17 x 80(hrs)</b>	<b>Due by: Jul 28, 2022</b>	<b>\$8,160</b>
<b>Total</b>			<b>\$49,480</b>

**5. Dispute Resolution**

Each party shall provide written notice to the other party of any dispute regarding this Contract or the services it is intended to provide. The receiving party must in turn respond in writing no later than thirty (10) 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.

**6. Termination**

**6.1 Termination at Will**

CSB may terminate this Contract by giving fifteen (15) days written notice to PUT with or without cause.

**6.2 Termination for Breach:**

Contract No. CSB22-300-00

*AARP Skills Accelerator Grant Partnership*

Upon breach by PUT, CSB may terminate this Contract by giving written notice to PUT. This written notice of termination shall be sent via certified mail, return receipt requested. CSB reserves the right to grant PUT the opportunity to rectify the breach. CSB may send a suspension notice and give PUT a specific time to respond with a corrective plan. Failure of PUT to respond with a corrective plan acceptable to CSB may result in a termination notice to PUT effective from the time of the original suspension. Waiver of a breach of any provision shall not be deemed a waiver of any other breach, and no waiver shall be construed to be a modification to any of the terms or conditions of this Contract.

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

**7. Notices**

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

**For PUT:**

Selina Suarez  
Executive Director  
525 NW Lake Whitney Place, Ste. 103  
Port St. Lucie, FL 34986  
Email: khandis@pepupotech.org

**For CSB:**

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

**8. Modifications**

This Contract may be modified at any time upon mutual written contract of the parties

**9. Laws and Regulations**

PUT 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 Contract or as may be promulgated or amended during its life.

**10. Indemnification**

PUT and CSB acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, PUT shall indemnify, defend, and hold harmless, and free from the liability, CSB, its officers, agents or employees while acting as such from all damages, costs and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services performed pursuant to this Contract except to the extent caused by the sole negligence of CSB. Nothing herein is intended to waive the rights, privileges, and immunities or the sovereign immunity of PUT, or CSB except to the extent waived by Section 768.28, Florida Statutes. This provision shall survive the termination of this Contract.

**11. Confidentiality**

In the event CSB receives a request for dissemination of PUT Confidential Information, CSB shall promptly notify PUT of such request, and shall refuse, to the extent permitted by law, to disclose the Confidential Information without the written consent of PUT. The Parties acknowledge that CSB is a federal and state funded organization and is subject to the Florida Public Records law, Florida Statutes Chapter 119, and that any record deemed public and

Contract No. CSB22-300-00  
AARP Skills Accelerator Grant Partnership

subject to disclosure will be released if a proper request is made. Both parties agree to comply with the Family Educational Rights and Privacy Act (FERPA).

**12. Assignment**

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

**13. Severability**

If any term or provision of this Contract shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Contract within the requirements of law, be deemed to be severable from the other terms and provision hereof, and the remainder of this Contract 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 Contract.

**PepUp Tech, Inc.**

DocuSigned by:  
*Selina Suarez* 3/28/2022  
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Selina Suarez Date  
Executive Director/Founder

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

DocuSigned by:  
*Marci Murphy* 3/28/2022  
F407CE64875A401...  
Marci Murphy Date  
President