

# Directors Report 2024

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**May 8, 2024**

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**Florida West Coast Operating Engineers  
Apprenticeship Trust Fund  
Authored by: Adrian Lacey**



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# Apprentices

We have added a total of 8 new apprentices, completed 3, dropped 3 and elevated 2. This brings our total to 49 apprentices. Sims Crane has a total of 31 apprentices. Pre-Con Construction has a total of 2 apprentices. Kelley Equipment has a total of 4 apprentices. A-Crane has a total of 5 apprentices. Maxim Crane Works has a total of 4 apprentices. North American has a total of 0 apprentice. Keller has 1 apprentice. Unemployed total of 2 apprentices. We currently have (29) prospective apprentices on our waiting list.

## Upgrading Program

- Friday February 16, 2024 attended NCCCO Signalperson exam committee meeting.
- Saturday February 17, 2024 through Friday February 23, 2024 in Crosby Texas teaching rigging / signalperson class.
- Tuesday February 27, 2024, we had T.J. Cantwell the executive director of NCCCO Foundation tour our training center.
- Wednesday February 28, 2024 attended NCCCO Foundation Board of Directors meeting.
- Thursday February 29, 2024 had the front gate/fence repaired from when the garbage truck hit it. The city of Plant City paid for all of the repairs.
- Monday March 4, 2024 attended a meeting at Sims Crane for the incident that the operator got into the power lines. The apprentice was signaling the crane.
- Sunday March 17, 2024, we hosted the annual Union Hall picnic.
- Monday March 18, 2024 through Friday March 22, 2024 in Crosby Texas teaching AT Level 1 class.
- Sunday April 14, 2024 through Friday April 19, 2024 in Crosby Texas teaching AT Level 1 class.
- Friday April 19, 2024 received our 2024 / 2025 Hillsborough County School Board contract.

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- Thursday April 25, 2024 attended the FCA Career Fair held at HCC in Plant City.
  - Monday April 29, 2024 started the 3<sup>rd</sup> block week of block training for 1<sup>st</sup> year apprentices.
  - Tuesday April 30, 2024 picked up new Dodge RAM 1500 Bighorn truck from Ferman Wesley Chapel.
  - Wednesday May 1, 2024 picked up 18 new desks and office chairs from Erwin Tech. Billy Wilkerson with the Hillsborough County School Board got us these for free.
  - Thursday May 2, 2024 attended Florida Apprenticeship Council meeting at the IBEW union hall.
  - Monday May 6, 2024 started the 3<sup>rd</sup> block week of block training for 2<sup>nd</sup> year group A apprentices.
  - The 2 new test rooms are being used almost every day by members.

## Classes for This Quarter

- Classes are all in person during block training.
- All tests and quizzes are online using TestMoz.

## Certifications

- There was a total of (28) NCCCO Practical Exams Given. (13) Mobile Crane Exams, (7) Signal Person Exams, (6) Rigging Level 1 Exams and (2) Tower Crane Exams completed on multiple dates.
- There has been a total of (8) candidates given a Forklift Certification this quarter.

## School Board

- All apprentice applications and action forms are up to date.
- Received contract for 2024 – 2025 in the amount of \$118,308.00 (See attached)

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# Florida State

- RAPIDS currently up to date.
- All new apprentice applications have been filed with the state.
- Standards for the Apprentices are up to date.
- As of Friday April 5, 2024 we have a new Region 4 ATR (Apprentice Training Representative). Her name is Lindy Sherrer.
- Tuesday April 30, 2024, I set up our online account with the Florida Department of Education share file. All new apprentice's agreements and action forms will be done online now.

## Equipment Program

### Liebherr LTM 1060-2 – Serial #LWE057489

- Routine maintenance completed.
- Rebuilt left rear outrigger jack cylinder on February 19, 2024.
- Rebuilt right front outrigger beam cylinder on February 21, 2024.

### Grove RT530E-2 – Serial #228473

- Routine maintenance completed.
- Rebuilt right rear outrigger jack cylinder on March 7, 2024.
- Installed new coolant sensor on April 23, 2024.

### Genie GTH-636 – Serial # GTH0608A-11991

- Routine maintenance completed.
- Installed new seal in rear differential output flange on April 22, 2024.
- Installed new flange bearing and seal in transmission drop box on April 22, 2024.
- Installed new battery cut off switch on April 22, 2024.

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**Link-Belt Crawler LS138H-II – Serial #H7J1-5919**

- Routine maintenance completed.
- Installed new battery cut off switch on April 2, 2024.

**Neck Breaker Lorain LRT110 – Serial #98499**

- Routine maintenance completed.
- Replaced 3 bolts on the lower swing swivel on March 7, 2024.
- Replaced both batteries and installed new battery cut off switch on March 27, 2024.

**Case Backhoe 580L – Serial # JYG0247087**

- Routine maintenance completed.
- Replaced 1 battery and installed master brake cylinder on March 22, 2024.

**Kubota Lawn Mower – Serial #: 23696**

- Routine maintenance completed.

**John Deere Gator (SxS) Model 590ES4 – Serial #: 1M0590EBLKM020162**

- Routine maintenance completed.

**John Deere Tractor Model 4052R – Serial #: 1LV4052RVKK403068**

- Routine maintenance completed.

**John Deere MX6 Lift-Type Rotary Cutter – Serial #: 1P00MX6CCJP074653**

- Routine maintenance completed.

**Potain MTD139 Tower Crane**

- All good.

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## New Business

- We are still waiting for the portable classroom to be delivered by Mr. Peeples. I have called many times and keep getting the same story. He tells me his truck is still in the shop with transmission issues and will get it to me as soon as he can. I still have his \$4,000.00 check here.
- I have applied with multiple companies about their donation program to receive free items for the apprentices. Some of the companies are requiring me to send them our IRS 501 (c) (3) Determination letter and our letter of certification. If possible, I need a copy of our IRS Determination letter.

## EDUCATIONAL AGREEMENT

**This Educational Agreement (the “Agreement”)**, is made, entered and effective as of the date on which the School Board of Hillsborough County fully executes the Agreement. **By and between THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA**, hereinafter referred to as the “SCHOOL BOARD”, a body politic of the State of Florida on behalf of Hillsborough County Public Schools, hereinafter referred to as the “DISTRICT”, and **FLORIDA WEST COAST OPERATING ENGINEERS APPRENTICESHIP TRUST FUND** (hereinafter referred to as the “COMMITTEE”). Individually referred to as, the Party or collectively, the “Parties”.

### RECITALS

WHEREAS, the DISTRICT is authorized to offer educational programs, and

WHEREAS, the COMMITTEE is authorized by the Department of Education to offer registered apprenticeship programs, and

WHEREAS, the COMMITTEE has indicated its intent to offer its apprenticeship programs through Hillsborough County Public Schools.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the Parties, it is agreed as follows:

The DISTRICT shall designate a staff member to serve as liaison to the COMMITTEE and to work with the COMMITTEE'S coordinator on all pertinent DISTRICT and the Florida Department of Education (“FLDOE”) matters.

The DISTRICT will provide the COMMITTEE with all the forms necessary to support the On-the-Job Training (OJT) portion of the apprenticeship program.

The DISTRICT reserves the right to monitor compliance with applicable Florida Statutes or Florida Department of Education Rules regarding the assignment of students to the instructional program.

To ensure that the DISTRICT is offering and reporting apprenticeship-related instruction and coordinating activities in accordance with prescribed program review standards, the following requirements will be met and maintained.

- The apprenticeship program and all participants reported for funding will be registered in accordance with rules established by the Federal Bureau of Apprenticeship Training.
- The classroom-related instruction and OJT for apprentices will be reported under the postsecondary occupational program title appropriate for the instruction provided.
- The OJT services provided will be consistent with the curriculum framework or the approved educational apprenticeship program Standards.
- A minimum of 144 hours annually of related classroom instruction in a formal setting will be provided.

- An instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials will be provided.
- The ratio of apprenticeship instructors to apprentices will enable the effective delivery of OJT training and other services to the apprentices.
- All appropriate and required records will be made available documenting coordination of related instruction with job experience.
- The COMMITTEE will maintain responsibility for the administration of the program and the general welfare of the apprentices while they are training on the worksite.

The COMMITTEE shall designate a person to act as liaison with the DISTRICT for all educational and training activities in connection with this apprenticeship program. The designated coordinator will maintain all FLDOE required training records for the program, including OJT reports, classroom attendance and grades, registered apprenticeship records, etc.

The COMMITTEE shall only recruit instructors who must meet the certification requirements as set forth in the Florida Department of Education, Standards of Apprenticeship; Rule 6A-23.004 (2) (n) 1.

The COMMITTEE shall provide assistance in recommending curriculum in accordance with the approved Standards and providing all necessary equipment for use in classrooms and laboratories.

The COMMITTEE will furnish the DISTRICT a copy of each apprenticeship program's registered Standards as required by the FLDOE for operation.

The COMMITTEE will be responsible for recruiting and assigning all students to the DISTRICT instructional program.

The COMMITTEE will provide the DISTRICT all appropriate and required documentation and data for each class, including, without limitation, registration forms, attendance rosters, and provide other information necessary to meet Florida Statutes and FLDOE Rules.

The COMMITTEE will assume responsibility for the placement of all student work assignments and hold the DISTRICT harmless from any and all liability for the apprentices while they are training on the work site.

In accordance with all applicable Florida and Federal statutes, rules and regulations, including but not limited to the Family Educational Rights and Privacy Act, the COMMITTEE will maintain the confidential nature of any student records provided to it.

The COMMITTEE will provide all paperwork necessary for documentation for each apprentice as they progress from year to year.

## FINANCIAL ARRANGEMENTS

The DISTRICT will compensate the COMMITTEE \$1.00 per instructional hour for each registered apprentice. The maximum amount to be paid per registered student in a fiscal year (July 1 – June 30) is as follows:

- Related Classroom training - \$1.00 per instructional hour. The COMMITTEE will only be funded for the actual number of classroom training hours as specified in their apprenticeship standards.
- OJT - \$1.00 per hour up to a maximum of 2,000 hours per registered student per fiscal year (40 hours per week x 50 weeks per year).

|                                                                      |         |       |   |                 |                      |
|----------------------------------------------------------------------|---------|-------|---|-----------------|----------------------|
| <b>Estimated 2023/2024 DISTRICT Allocation Based an estimate of:</b> |         |       |   |                 |                      |
| Classroom Hours Payment =                                            | 7,700   | Hours | X | \$1.00 per hour | \$ 7,700.00          |
| OJT Hours Payment =                                                  | 110,608 | Hours | X | \$1.00 per hour | \$ 110,608.00        |
| <b>Contract Amount:</b>                                              |         |       |   |                 | <b>\$ 118,308.00</b> |

The DISTRICT shall make quarterly payments to the COMMITTEE based upon completed instructional hours upon budget approval. The value of an instructional hour is affected each year by the Legislative appropriation for Workforce Development; said increase or decrease will be used to determine the next year's compensation.

In addition, the DISTRICT shall remit to the COMMITTEE payment equal to eighty (80) percent of all funds received by the DISTRICT for certifications included on the Postsecondary Industry Certification Funding List that are earned by apprentices in this program.

The COMMITTEE will maintain that all funds generated under this Agreement in a separate account, and all expenditures shall be used to support the training of registered apprentices who are students of the DISTRICT.

The DISTRICT, at its option, may account for funds paid to the COMMITTEE through an audit by the DISTRICT. If the DISTRICT elects to exercise this option, the Superintendent of Schools shall give the COMMITTEE ten (10) calendar days prior notice by United States Postal Service certified mail, return receipt requested. The COMMITTEE shall cooperate with the DISTRICT's employees, appointees, and/or agents as they attend to their assigned tasks. Upon development of a final report, the COMMITTEE shall be given twenty (20) calendar days to react and draft a response which shall be included in the report to the DISTRICT.

**The financial component of this Agreement will be reviewed and adjusted on an annual basis at the time of renewal.**

In the event the COMMITTEE violates any applicable laws, FLDOE Rule, School Board Policy, and/or other covenant set forth herein, and said violation results in a loss of funding to the DISTRICT, the COMMITTEE shall reimburse the DISTRICT for the full amount of the loss. This provision shall remain in force, even if this Agreement is terminated, for a period of three (3) years or until the State of Florida audits are conducted, whichever occurs first.

### **HOLD HARMLESS/INDEMNIFICATION**

The Committee agrees to indemnify and hold harmless the District for all claims, suits, judgments, or damages, including court costs and reasonable attorney's fees, arising out of the negligent or intentional acts or omissions of the Committee and its agents, participants, and employees, in the course of the operation of this contract. Further, the Committee, upon receiving timely written notification, shall defend the District against all claims, suits, judgments, or damages, including court costs and reasonable attorney's fees, arising out of the negligent or intentional acts or omissions of the Committee and its agents, participants, and employees, in the course of the operation of this contract. Nothing herein shall be interpreted to expand or enlarge the scope of the waiver of sovereign immunity for state agencies as provided in Florida Statutes 768.28, Florida Statutes.

### **GENERAL CONDITIONS**

**Term:** The term of this contract shall be from July 1, 2024, and continue until June 30, 2025, annually upon mutual written agreement.

**Coordination:** The responsibility for day-to-day coordination and supervision of this educational program shall be vested in the COMMITTEE.

**Collaboration:** Through their designated representatives, both parties shall collaborate in the development of policies and operational procedures for the efficient management and operation of this program.

**Budget Limitations:** Each payment obligation of the DISTRICT, created by this Agreement, is conditioned upon the availability of funds that are appropriate or allocated for the payment of services. If such funds are not allocated and available, the DISTRICT may terminate this Agreement at the end of the period for which funds are available and shall notify the COMMITTEE at the earliest possible time before such termination. No penalty shall accrue to the DISTRICT, in the event this provision is exercised, and the DISTRICT shall not be obligated or liable for any future payments due or for any damages due to termination under this section.

**Property:** It is understood that all equipment, supplies, and materials purchased under this Agreement remain the property of the DISTRICT. Equipment over \$1,000 in value must be numbered and accounted for per School Board policy.

**Amendments:** Each party agrees that any amendments to existing Florida Statutes or to the Department of Education or Labor policies pertaining to apprenticeship which affect the subject matter of this Agreement and which come into effect after the signing of this Agreement shall be binding to all parties through the term of this Agreement.

**No Waiver of Sovereign Immunity:** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. In no event will the District's liability under this obligation exceed the total sum of \$200,000 per person or \$300,000 per occurrence.

**No Third Party Beneficiaries:** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by any COMMITTEE or political subdivision of the state of Florida to be sued by third parties in any manner arising out of any contract.

**Non-Discrimination:** During the performance of this Agreement, both Parties shall comply with Title VII of the 1964 Civil Right Act, as amended, and the Florida Human Rights Act of 1977, in that such Parties shall does not discriminate on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status or in any form or manner with regard to the its students, employees or applicants. Both Parties understand and agree that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, both Parties agree they will comply with Title VI of the Civil Rights Act of 1964 when federal grant funds are involved in the provision of services required hereunder. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination as herein delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam era veterans and disabled veterans within its protective range of applicability.

**Termination:** This Agreement may be canceled by either Party during the term hereof upon ninety days' written notice to the other party of its desire to terminate this Agreement.

**Records:** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

**Severability:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision, and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

**Authority:** Each person signing this Agreement on behalf of either party individually warrants that he has full legal power to execute this Agreement on behalf of the party for whom he is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**Jessica Lunsford Act:** If applicable, Committee agrees to comply with all requirements of the Jessica Lunsford Act ("JLA") including but not limited to section 1012.465, Florida Statutes, and Section 1012.32, Florida Statutes (including the Level 2 screening requirements). As such, site administrators/managers will deny access to anyone violating the procedures set forth therein. Committee agrees to be responsible for all fees related to employee/contractor processing and ultimately ensuring all employees/contractors are in compliance with the JLA.

**Public Records Law:** If, under this Agreement, Committee is providing services and is acting on behalf of the School Board as provided under Section 119.011(2), F.S., the Committee, subject to the terms of Section 287.058(1)(c), F.S., and any other applicable legal and equitable remedies, shall:

- keep and maintain public records that ordinarily and necessarily would be required by the School Board to perform the service; and
- provide the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in Chapter 119 F.S. or as otherwise provided by law; and
- ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- meet all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Committee upon termination of the contract and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements. All records electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

IF COMMITTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMMITTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE HILLSBOROUGH COUNTY PUBLIC SCHOOLS OFFICE OF COMMUNICATIONS AT 901 E. KENNEDY BOULEVARD, TAMPA, FLORIDA 33602. PHONE: (813) 272-4060, EMAIL: [PRR@SDHC.K12.FL.US](mailto:PRR@SDHC.K12.FL.US).

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date first above written.

For: Florida West Coast Operating Engineers Apprenticeship Trust Fund  
208 East Terrace Drive  
Plant City, FL 33563

By:

  
Signature

  
Title

  
Date

For: THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA

By:

\_\_\_\_\_  
School Board Chair

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Date