

## **AGREEMENT**

This Agreement (“Agreement”) made and entered into by and between Strada Collaborative, Inc. d/b/a CAEL (“CAEL”), a nonprofit corporation with its headquarters located at 10 West Market Street, Suite 1100, Indianapolis, Indiana 46204, and Tampa Bay Workforce Alliance, Inc. d/b/a/ CareerSource Tampa Bay, a nonprofit corporation with its headquarters located at 4903 Eisenhower Blvd, Suite 250, Tampa, FL 33634 (“Organization”). Organization and CAEL are each a “Party” and together, the “Parties”. This Agreement is not effective until signed by the Parties.

1. **TERM OF AGREEMENT.** The term of this Agreement shall take effect April 1, 2022 and terminates on August 31, 2022.
2. **SCOPE OF WORK.** Subject to the terms and conditions of this Agreement, CAEL shall perform the scope of work as set forth in Appendix A as attached. Specifically, Appendix A contains (i) a detailed description of the scope of work to be performed by CAEL, including all deliverables, (ii) the time schedule for performance and for delivery, with detailed milestones and deliverables, and (iii) such other terms and conditions as may be mutually agreed upon between the Parties. Organization shall take all steps necessary, including obtaining any required licenses or consents, to prevent Organization-caused delays in CAEL’s completion of the scope of work, and CAEL shall be excused from any failure by Organization to do so.
3. **COMPENSATION.** The payment schedule, as included in Appendix A, is tied to CAEL meeting milestones and delivering the deliverables on schedule. Invoices shall be sent according to this schedule. Payment shall be made within thirty (30) days of invoice date. If Organization is delinquent in payment of any undisputed invoice beyond forty-five (45) days, CAEL may, at its option, charge interest at the rate of 1% per month, withhold deliverables or suspend all services until the account is made current. Organization shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Organization hereunder; provided, that, in no event shall Organization pay or be responsible for any taxes imposed on, or regarding, CAEL's income, revenues, gross receipts, personnel, or real or personal property or other assets.
4. **REPRESENTATIONS AND WARRANTIES.** CAEL warrants that it shall perform the scope of work in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. Each Party represents and warrants that (i) it is authorized to enter into this Agreement and to perform hereunder in accordance with its terms, and (ii) it will comply with applicable laws, rules, ordinances, and regulations. Organization is responsible for any decisions made based on CAEL deliverables and the outcomes of those decisions. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. **CONFIDENTIAL INFORMATION.** From time to time during the Term of this Agreement, either party (as the “Disclosing Party”) may disclose or make available to the other party (as the “Receiving Party”), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as “confidential,” or would reasonably be understood to be confidential, including, but not limited to, the names, addresses and requirements of customers of CAEL; the terms, including cost and price, of CAEL’s products, services, or contractual relations, with such customers; proprietary survey information or questions developed by CAEL, and any other information relating to CAEL’s business methods, procedures, processes, policies, and pricing formulas (“Confidential Information”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party’s breach of this Section; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not

prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. "Receiving Party's Group" shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, members, managers, agents, subcontractors, attorneys, accountants, and financial advisors. CAEL will have the right to freely use and disclose non-personally identifiable data and analyses of the performance and results of its services for its charitable and marketing purposes.

6. **PUBLICITY.** Neither party shall use the other's name or logos without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, CAEL may include Organization's name and logo on a customer list or CAEL website, subject to compliance with any written brand guidelines provided to CAEL. The name and logo will be removed within one week of Organization's written request.
7. **MATERIALS OWNERSHIP.** Materials developed solely by CAEL prior to the term of this Agreement, shall belong to and be the sole and exclusive property of CAEL. Materials developed solely by Organization prior to the term of this Agreement, shall belong to and be the sole and exclusive property of Organization. Materials developed under the scope of work in Appendix A shall belong jointly to CAEL and Organization. To the extent Organization grants CAEL the right to use any pre-existing Organization-owned intellectual property in the materials developed under the scope of work, Organization grants to CAEL a non-exclusive, worldwide, royalty free, perpetual license for use of such intellectual property and/or content in the materials. Notwithstanding the foregoing, any right of CAEL to use Organization's intellectual property or content shall terminate immediately upon CAEL's breach of this Agreement. Organization shall retain rights to own, share, distribute and utilize reports and materials created during the term of this Agreement. At the completion of the scope of work in Appendix A, CAEL will reserve the right to use materials developed and jointly owned by CAEL and Organization for future engagements, including but not limited to speaking engagements, presentations, conference panels and when relevant in new projects with similar scope.
8. **ACCEPTANCE OR RETURN.** In the event that CAEL is unable to perform or deliver any portion of the scope of work (after written demand by Organization and a reasonable opportunity for CAEL to cure), CAEL will refund to Organization the fees attributable to that portion of the scope of work that CAEL was unable to perform or deliver. Such remedy is Organization's sole and exclusive remedy for breach of this provision.
9. **DEFAULT AND TERMINATION.** Either Party shall have the right to terminate this Agreement for cause if the other Party becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, or fails to materially comply with or perform any of the terms of this Agreement, and thereafter fails to cure such breach within thirty (30) days after receipt of written notice from the other Party; provided, however, that if more than thirty (30) days are required to cure such default, then neither Party shall be in breach of this Agreement if such Party commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure

to completion. Upon termination of this Agreement for cause, each Party will compensate the other Party for all documented expenses properly incurred up to the date of termination.

10. **INDEMNIFICATION.** To the extent permitted by law, each Party agrees to indemnify, defend, and hold the other harmless from any and all claims by third-parties arising out of (i) any breach by the indemnifying Party of a representation or warranty contained in this Agreement, (ii) any negligent or intentionally wrongful act or omission of the indemnifying Party, or (iii) any infringement of a third-party's intellectual property rights by the indemnifying party. The party seeking indemnification shall promptly notify the other party in writing of the claim for which indemnification is sought, reasonably cooperate with the other party, and allow the other party sole authority to control the defense and settlement of such claim. Neither party will enter any settlement attributing liability to the other party, without the other party's prior written approval.
11. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT A PARTY PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY DAMAGES CAUSED BY INTERACTION WITH THIRD-PARTY NETWORK OR COMPUTER SYSTEMS. A PARTY'S TOTAL LIABILITY FOR ANY CLAIM OF ANY TYPE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CAEL PURSUANT TO THE APPLICABLE SCOPE OF WORK UNDER WHICH THE CLAIM AROSE. ORGANIZATION ACKNOWLEDGES THAT CAEL HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES HERETO. ANY CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES HERETO IN THE PERFORMANCE HEREOF MUST BE BROUGHT NO LATER THAN ONE (1) YEAR AFTER IT HAS ACCRUED, OR THE CLAIM OR COUNTERCLAIM WILL BE WAIVED, LOST AND FOREVER BARRED.
12. **DISPUTE RESOLUTION.** Any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement, including, without limitation, any action or claim based on tort, contract, or statute, or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement ("Claim"), shall first be resolved by a meeting between senior representatives from each Party. If the senior representatives are unable to resolve the dispute, then the Parties shall proceed to a final and binding arbitration before a single arbitrator ("Arbitrator") selected from and administered by the American Arbitration Association (the "Administrator") in accordance with its then existing arbitration rules or procedures regarding commercial or business disputes. The arbitration hearing shall be held in Indianapolis, Indiana. Depositions may be taken, and full discovery may be obtained in any arbitration commenced under this Section. All matters relating to evidence shall be controlled by the Federal rules of evidence then in force. Any decisions made shall be in the form of a principled written opinion. Each Party shall bear its own attorney's fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Administrator and the Arbitrator. By agreeing to this Section, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a Claim between the Parties were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this Section, the right to a jury trial, certain rights of appeal, and a right to invoke formal rules of procedure and evidence.

13. **RELATIONSHIP OF PARTIES.** CAEL is for all purposes an independent contractor. Nothing contained herein shall be construed to place the Parties in the relationship of partners or joint ventures, and neither Party shall have any right or power to obligate or bind the other in any manner whatsoever, except as expressly authorized in this Agreement or otherwise specifically authorized in writing.
14. **NOTICES.** All notices to either Party hereunder shall be in writing and shall be deemed delivered by personal delivery by a receipted messenger service, or by mail via an overnight mail service such as Federal Express or UPS, U.S. Certified or registered mail, return receipt requested, or via email, to the addresses set forth next to the Parties named above. Notices of change of address shall be effective only after the actual delivery thereof by the aforesaid means. Notices to CAEL shall also include a copy to: Strada Collaborative, Inc., Attn: General Counsel, 10 W. Market St., Suite 1100, Indianapolis, Indiana 46204.
15. **ASSIGNMENT.** This Agreement may only be assigned with the prior written consent of the non-assigning Party; provided, however that a Party may assign this Agreement to a parent, subsidiary, affiliate, or entity that acquires all or substantially all of the business or assets of such party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any assignment in violation of this Section shall be null and void.
16. **FORCE MAJEURE.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemic or epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency. The Impacted Party shall give written notice of the Force Majeure Event to the other party, stating the period the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following written notice given by it under this Section, either party may thereafter terminate this Agreement upon seven (7) days' written notice.
17. **MISCELLANEOUS.**
  - a. This Agreement constitutes the entire agreement between the Parties hereto and cannot be changed or terminated orally, and none of the terms hereof shall be deemed to be waived or modified except by an express agreement in writing signed by both Parties. There are no representations or undertakings other than those contained in this Agreement, which represents the entire understanding of the Parties. To the extent of any conflict between this Agreement and an appendix attached hereto, the appendix will control.
  - b. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
  - c. This Agreement shall be governed by the laws of the State of Indiana without giving effect to conflict of law provisions. A lawsuit under this Agreement shall only be brought in a court of competent jurisdiction located within the State of Indiana. This Section shall not apply if Organization is prohibited by applicable law from agreeing to a governing law provision.

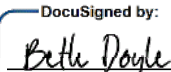
- d. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- e. This Agreement and any appendices hereto may be executed in any number of counterparts, each of which will be deemed an original, but all such counterparts together constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of execution written on the first page hereof.

**ORGANIZATION:**

DocuSigned by:  
  
 Signature  
 John Flanagan  
 Printed Name  
 CEO  
 Title  
 flanaganj@careersourcetb.com  
 Email Address  
 3/23/2022  
 Date


**STRADA COLLABORATIVE, INC. d/b/a CAEL:**

DocuSigned by:  
  
 Signature  
 Beth Doyle  
 Printed Name  
 SVP, Initiatives, Solutions & Operations  
 Title  
 bdoyle@cael.org  
 Email Address  
 3/23/2022  
 Date

**Sales Tax Exemption Information**

Is your organization sales tax exempt?

Y ☒ X ☐ N ☐

 If yes is indicated above, you must provide a valid copy of the current sales tax exemption certificate to CAEL at the time of contract signing. If one is not provided to CAEL prior to the first invoice, you will be charged sales tax upon billing. Please email a copy of the sales tax exemption certificate to CAEL Operations at [operations@cael.org](mailto:operations@cael.org).

**Client Billing Contact Information**

|                         |  |
|-------------------------|--|
| <b>Contact Name</b>     | Anna Munro                                     |
| <b>Title</b>            | VP- Fiscal and Administrative Compliance       |
| <b>Email Address</b>    | munroa@careersourcetb.com                      |
| <b>Phone Number</b>     | 8133972064                                     |
| <b>Physical Address</b> | 4902 Eisenhower Blvd. STE 250. Tampa, FL 33634 |

**APPENDIX A****Scope of Work**

CareerSource Tampa Bay (CSTB) seeks to increase opportunities for individuals in the Tampa Bay region to receive credit for prior learning (CPL). CAEL will work with CSTB to support their efforts. CAEL's work with CSTB will include:

| Revenue Classification                                | Service                                   | Description  |
|---|---|--|
| Program or Initiative Support Services<br><br>CAE_PSS | Credit for Prior Learning Process Mapping | <p>CAEL will work with stakeholders from two (2) higher education institutions selected by CSTB to facilitate two (2) CPL process mapping workshops; one (1) for each institution. These workshops will engage stakeholders from each institution in collaborative, cross-departmental discussions to create a graphical representation of their institution's CPL processes, illustrating what actions and decisions need to be made, the sequence in which they need to happen, and who specifically is responsible for each step. The resulting process maps will clearly highlight for each institution any areas of friction or opportunity in their CPL processes. Participants will leave the workshop with a tool they can use to identify process improvements and align stakeholders to create an action plan for ways to increase efficiency and improve the learner's experience.</p> <p><u>Delivery:</u> Each institution can choose a virtual workshop spread over five (5) days or a full day, on-site workshop. Each institution will receive a CPL process map.</p> <p><u>Target Audience:</u> Stakeholders who play a role in the CPL process.</p> |

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| Program or Initiative Support Services<br><br>CAE_PSS | Credit for Prior Learning Crosswalks | <p>CAEL will work with stakeholders from two (2) higher education institutions selected by CSTB, and CSTB to develop eight (8) CPL crosswalks. Each CPL crosswalk will pre-evaluate one (1) formalized non-collegiate training (e.g. industry certification, licensure, apprenticeship, employer training, workforce training, etc.) and align it with for-credit course learning outcomes (typically 5-7 for-credit courses) at one (1) of the selected institutions.</p> <p>CAEL's subject matter experts will gather the relevant documents, analyze both industry and collegiate learning outcomes, find parallels or disconnects, and then make recommendations for or against credit.</p> <p>CAEL will provide a packet of information for each CPL crosswalk explaining the reasoning for the decision and the information used to complete the evaluation. Institutional faculty can then quickly review these CPL crosswalk packets and decide whether or not to accept CAEL's recommendations.</p> <p><u>Delivery:</u> Eight (8) CPL crosswalk packets.</p> |
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| <p>Build Staff Capacity</p> <p>CAE_BLDST<br/>AFCAP</p> | <p>Credit for Prior Learning Capacity Building Workshops</p> | <p>CAEL will host three (3) CPL capacity building workshops for stakeholders from Hillsborough Community College, University of South Florida, and CareerSource Tampa Bay. The workshops are as follows:</p> <p>1. <u>From the Ground Up:</u></p> <p>This interactive workshop provides participants with an introduction to CPL and discusses approaches to awarding college credit for learning that occurs from previous life/work experiences – in lieu of taking certain for-credit courses. It will begin by exploring the different opportunities learners have to demonstrate their knowledge and skills, and the impact CPL has on organizational practices and student success. Next, participants will be guided in an interactive discussion about best practices for implementing an effective CPL program. Case studies will be used to examine principles of organizational change and how a CPL program becomes integral to student success. Finally, using sample documents, scenarios, and institutional examples, participants will work collaboratively to design processes and create an action plan for introducing or expanding CPL options at their organization and to gain support from other key stakeholders.</p> <p>This workshop will teach participants to:</p> <ul style="list-style-type: none"> <li>• Describe the various forms of CPL and utilize the steps, tools, and procedures in the CPL process.</li> <li>• Illustrate and apply the CAEL principles of best practices for CPL.</li> <li>• Articulate the roles and responsibilities of those involved in the CPL process.</li> <li>• Determine decision points for effective CPL implementation.</li> <li>• Identify strategies for gaining buy-in from faculty, administrators, and learners.</li> <li>• Analyze options for CPL-related organizational structures and action plans.</li> </ul> <p><u>Delivery:</u> Virtual. Participant engagement is approximately 90-120 minutes per week over four (4) weeks.</p> <p><u>Target Audience:</u> CPL Owners (Coordinators / Administrators / Degree Planners), Registrars, Faculty Members who advise course scheduling / degree plans.</p> <p><u>Max. Participants:</u> 25</p> |
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| <p>Build Staff Capacity</p> <p>CAE_BLDST<br/>AFCAP</p> | <p>Credit for Prior Learning Capacity Building Workshops</p> | <p>2. <u>CPL and the Military-Connected Learner:</u></p> <p>Given the nuances in CPL related to the military-connected learner, CAEL has designed this workshop to increase the confidence and competence of those professional staff that are working on CPL with this population. This interactive workshop will equip participants with the tools and best practices they need to assess military experience for college credit. Participants will learn how to utilize online resources and will gain hand-on experience reviewing case studies and completing sample degree plans for military-connected learners.</p> <p>This workshop will teach participants to:</p> <ul style="list-style-type: none"> <li>• Assess military transcripts (JST/CCAF).</li> <li>• Navigate the ACE Military Guide and ACE military credit recommendations.</li> <li>• Identify potential college credit through proficiency testing (e.g. CLEP, DSST, UEXCEL, etc.) and cross walking curricula for academic credit.</li> <li>• Help military-connected learners get the most college credit possible from their military experience.</li> </ul> <p><u>Delivery:</u> Virtual. Participant engagement is approximately 90-120 minutes per week over four (4) weeks.</p> <p><u>Target Audience:</u> Individuals who work directly with military-connected learners and their education plans. Not recommended for individuals who have already participated in the workshop “From the Ground Up”.</p> <p><u>Max. Participants:</u> 25</p> <p>3. <u>Assessing Prior Learning:</u></p> <p>This interactive workshop provides participants with an overview of all forms of institutional-based CPL and discusses approaches to awarding college credit for learning that occurs from previous life/work experiences – in lieu of taking certain for-credit courses. Emphasis will be placed on the four (4) primary types of institutional-based ‘challenge’ assessments: portfolios, written exams, oral interviews, and skills demonstrations. Participants will compare these assessment types and will be able to recognize the value and challenges of each. A discussion on how to build combination-style assessments will also be facilitated. Additionally, participants will have the opportunity to review and analyze learner-developed sample portfolios, assessment rubrics, and practice writing exam questions. Participants will leave this workshop with the rationale and skills necessary to assist their organizations in customizing their own approach to CPL.</p> |
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|                          |                 |  |
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|                          |                 | <p>This workshop will teach participants to:</p> <ul style="list-style-type: none"> <li>• Articulate the guidelines for designing CPL portfolios, written exams, oral interviews, and skills demonstrations.</li> <li>• Compare the characteristics, benefits, and challenges of these four (4) types of CPL assessments.</li> <li>• Review and analyze these four (4) types of CPL assessments.</li> <li>• Understand CPL principles of good practice in action.</li> <li>• Understand and articulate the differences between assessing portfolios and classroom assignments.</li> <li>• Recognize multiple pathways to achieving course learning outcomes.</li> </ul> <p><u>Delivery:</u> Virtual. Participant engagement is approximately 90-120 minutes per week over four (4) weeks.</p> <p><u>Target Audience:</u> Faculty that provide CPL assessment. Not recommended for individuals who do not conduct assessments (such as administrators).</p> <p><u>Max. Participants:</u> 25</p> |
| <b>Pre-Tax<br/>TOTAL</b> | <b>\$90,000</b> |  |

**Invoice Schedule**

| Invoice Date                                      | Pre-Tax Invoice Amount |
|---|------------------------|
| Within 7 business days upon execution of contract | \$40,000               |
| June 30, 2022                                     | \$25,000               |
| August 31, 2022                                   | \$25,000               |

**NOTE:** The email address from which invoices will be sent is [CAELacctrrequest@stradaeducation.org](mailto:CAELacctrrequest@stradaeducation.org).

**Estimated Timeline**

| Project Tasks  | Apr | May | Jun | Jul | Aug |
|--|-----|-----|-----|-----|-----|
| <b>Ongoing</b>   |     |     |     |     |     |
| Bi-Weekly Project Team Meetings                              |     |     |     |     |     |
| <b>Credit for Prior Learning Process Mapping</b>             |     |     |     |     |     |
| Process Mapping Workshops                                    |     | D   |     |     |     |
| <b>Credit for Prior Learning Crosswalks</b>                  |     |     |     |     |     |
| Data Collection and Review                                   |     |     |     |     |     |
| Data Analysis and Recommendations                            |     |     | d   | D   |     |
| <b>Credit for Prior Learning Capacity Building Workshops</b> |     |     |     |     |     |
| From the Ground Up   |     |     |     |     |     |
| CPL and the Military-Connected Learner                       |     |     |     |     |     |
| Assessing Prior Learning                                     |     |     |     |     |     |
| d = Draft Deliverables   D = Final Deliverables              |     |     |     |     |     |

## **ADDENDUM - ASSURANCES AND CERTIFICATIONS Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay**

The “Assurances and Certifications” ensure the inclusion and acknowledgment of the required Federal and State contracting requirements that must be included in Contractor agreements.

This addendum is part of the attached Agreement by and between Strada Collaborative, Inc. d/b/a CAEL and Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Tampa Bay for the services described in

the Agreement dated March 22, 2022, attached hereto. In consideration of the mutual covenant and stipulations set forth in the Agreement and Addendum herein, the parties agree as follows:

### **1. Termination for Cause and Convenience [\[2 CFR 200\]](#)**

- a. Either party may request termination upon 60 days prior written notice to the other party. Written notification of termination must be by registered mail, return receipt requested.
- b. CareerSource Tampa Bay may unilaterally terminate or modify this Agreement, if for any reason the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this Agreement is funded.
- c. CareerSource Tampa Bay may unilaterally terminate this Agreement at any time that it is determined that:
  - i. Contractor fails to provide any of the service it has contracted to provide, if such failure continues for thirty (30) days following written notice; or
  - ii. Contractor fails to comply with the provisions of this Agreement, if such failure continues for thirty (30) days following written notice.

In the event this Agreement is terminated for cause, Contractor shall be deemed to be in default and liable for damages sustained for any breach of this Agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor. Upon termination of this Agreement for convenience, CareerSource Tampa Bay shall pay CAEL all sums for work performed up until the date of termination.

### **2. Debarment and Suspension [\[2 CFR 200\]](#)**

The Contractor certifies that it not currently debarred, suspended, or excluded from or participation in Federal assistance program, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement, in accordance with 29 CFR Part 98. No contract shall be awarded to parties listed on GSA List of Parties Excluded from Federal Procurement or Non-Procurement.

### **3. Equal Employment Opportunity [\[2 CFR 200\]](#)**

Equal Employment Opportunity Act: The contractor shall comply with Executive Order 11246, Equal Employment Opportunity Act, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

### **4. Prohibition on certain telecommunications and video surveillance services or equipment. [\[2 CFR 200.216\]](#)**

Contractor agrees to comply with the provisions of 2 CFR Appendix II part 200 and 2 CFR part 200.216 and the requirements stated therein.

## FIRST AMENDMENT

THIS FIRST AMENDMENT (this “Amendment”) is made effective as of the 31<sup>st</sup> day of August, 2022 (the “Effective Date”) by and between the Strada Collaborative, Inc. d/b/a CAEL, an Indiana nonprofit corporation (“CAEL”) and Tampa Bay Workforce Alliance, Inc. d/b/a/ CareerSource Tampa Bay, a nonprofit corporation (“Organization”).

**WHEREAS**, CAEL and Organization entered into an Agreement dated April 1, 2022 (the “Agreement”);

**WHEREAS**, CAEL and Organization have agreed to amend the Agreement upon the terms and conditions hereinafter set forth; and

**WHEREAS**, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CAEL and Organization hereby agree to the foregoing and as follows:

1. **Term of Agreement.** Section 1, the termination date of the Agreement is hereby extended to end on July 31, 2023.
2. **Binding Effect; Entire Agreement; Recitals.** This Amendment shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assignees. This Amendment contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement, or understanding pertaining to any such matters shall be effective for any purpose. Any and all other agreements between the parties other than with respect to the Agreement and this Amendment remain in full force and effect and continue in accordance with their terms. Except as amended or supplemented hereby, the Agreement shall remain in full force and effect. The recitals are hereby incorporated into this Amendment and made a part hereof as though set forth herein verbatim.
3. **Authority; Counterparts; Facsimile Signatures.** The individuals signing this Amendment on behalf of the parties represent and warrant that they have the full power and authority to execute this Amendment and that upon such execution, the respective party shall be fully bound by each and every provision of this Amendment. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument. An electronic signature or facsimile of an original signature shall be deemed to have the same legal effect as an original signature.

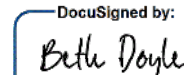
*[SIGNATURE PAGE FOLLOWS]*

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed by their respective duly-authorized representatives as of the Effective Date.

**TAMPA BAY WORKFORCE  
ALLIANCE, INC., D/B/A/ CAREERSOURCE  
TAMPA BAY:**

DocuSigned by:  
  
Signature  
John Flanagan  
Printed Name  
CEO  
Title  
flanaganj@careersourcetb.com  
Email Address  
1/18/2023  
Date

**STRADA COLLABORATIVE, INC.  
D/B/A CAEL:**

DocuSigned by:  
  
Signature  
Beth Doyle  
Printed Name  
SVP, Initiatives, Solutions & Operations  
Title  
bdoyle@cael.org  
Email Address  
1/11/2023  
Date

## SECOND AMENDMENT

THIS SECOND AMENDMENT (this “Second Amendment”) is entered into this the 23rd day of May, 2023 (the “Effective Date”) by and between the Strada Collaborative, Inc. d/b/a CAEL, an Indiana nonprofit corporation (“CAEL”), and Tampa Bay Workforce Alliance, Inc. d/b/a/ CareerSource Tampa Bay (“Organization”).

**WHEREAS**, CAEL and Organization entered into an Agreement dated April 1, 2022, which was amended on August 31, 2022 (together, the “Agreement”),

**WHEREAS**, CAEL and Organization have agreed to amend the Agreement upon the terms and conditions hereinafter set forth; and

**WHEREAS**, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CAEL and Organization hereby agree to the foregoing and as follows:

1. **Scope of Work.** Appendix A of the Agreement, Scope of Work, is hereby modified to reflect the following revised Description for the Service of Credit for Prior Learning Process Mapping which states:

“CAEL will work with stakeholders from two (2) higher education institutions selected by CSTB to facilitate two (2) CPL process mapping workshops; one (1) for each institution. These workshops will engage stakeholders from each institution in collaborative, cross-departmental discussions to create a graphical representation of their institution’s CPL processes, illustrating what actions and decisions need to be made, the sequence in which they need to happen, and who specifically is responsible for each step. The resulting process maps will clearly highlight for each institution any areas of friction or opportunity in their CPL processes. Participants will leave the workshop with a tool they can use to identify process improvements and align stakeholders to create an action plan for ways to increase efficiency and improve the learner’s experience” is hereby replaced with the following:

“CAEL will work with stakeholders from one (1) higher education institutions selected by CSTB to facilitate one (1) CPL process mapping workshops. This workshop will engage stakeholders from institution in collaborative, cross-departmental discussions to create a graphical representation of the institution’s CPL processes, illustrating what actions and decisions need to be made, the sequence in which they need to happen, and who specifically is responsible for each step. The resulting process maps will clearly highlight for each institution any areas of friction or opportunity in their CPL processes. Participants will leave the workshop with a tool they can use to identify process improvements and align stakeholders to create an action plan for ways to increase efficiency and improve the learner’s experience.”

2. **Scope of Work.** Appendix A of the Agreement, Scope of Work, is hereby modified to remove the following deliverable item in its entirety, “2. CPL and the Military-Connected Learner.”
3. **Scope of Work.** Appendix A of the Agreement, Scope of Work, is hereby modified to reflect the following revised Description for the Service of Credit for Prior Learning Crosswalks which states:  

“CAEL will work with stakeholders from two (2) higher education institutions selected by CSTB, and CSTB to develop eight (8) CPL crosswalks. Each CPL crosswalk will pre-evaluate one (1) formalized non-collegiate training (e.g. industry certification, licensure, apprenticeship, employer training, workforce training, etc.) and align it with for-credit course learning outcomes (typically 5-7 for-credit courses) at one (1) of the selected institutions.” is hereby replaced with the following:

“CAEL will work with stakeholders from Pasco Hernando State College, as selected by CSTB, and CSTB to develop nineteen (19) CPL crosswalks. Each CPL crosswalk will pre-evaluate one (1) formalized non-collegiate training (e.g. industry certification, licensure, apprenticeship, employer training, workforce training, etc.) and align it with for-credit course learning outcomes at one (1) of the selected institutions.”
4. **Binding Effect; Entire Agreement; Recitals.** This Second Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees. This Second Amendment contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement, or understanding pertaining to any such matters shall be effective for any purpose. Any and all other agreements between the parties other than with respect to the Agreement and this Second Amendment remain in full force and effect and continue in accordance with their terms. Except as amended or supplemented hereby, the Agreement shall remain in full force and effect. The recitals are hereby incorporated into this Second Amendment and made a part hereof as though set forth herein verbatim.
5. **Authority; Counterparts; Facsimile Signatures.** The individuals signing this Second Amendment on behalf of the parties represent and warrant that they have the full power and authority to execute this Second Amendment and that upon such execution, the respective party shall be fully bound by each and every provision of this Second Amendment. This Second Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument. An electronic signature or facsimile of an original signature shall be deemed to have the same legal effect as an original signature.

*[SIGNATURE PAGE FOLLOWS]*



**IN WITNESS WHEREOF**, the parties have caused this Second Amendment to be executed by their respective duly-authorized representatives as of the Effective Date.

**ORGANIZATION:**

**STRADA COLLABORATIVE, INC.  
d/b/a CAEL:**

DocuSigned by:  
  
FB19B89F04FA439...  
\_\_\_\_\_  
Signature  
  
John Flanagan  
\_\_\_\_\_  
Printed Name  
  
CEO  
\_\_\_\_\_  
Title  
  
flanaganj@careersourcetb.com  
\_\_\_\_\_  
Email Address  
  
5/23/2023  
\_\_\_\_\_  
Date

DocuSigned by:  
  
1E013E336DDB493...  
\_\_\_\_\_  
Signature  
  
Beth Doyle  
\_\_\_\_\_  
Printed Name  
  
SVP, Initiatives & Solutions  
\_\_\_\_\_  
Title  
  
bdoyle@cael.org  
\_\_\_\_\_  
Email Address  
  
5/23/2023  
\_\_\_\_\_  
Date