

Workforce Development Funds Agreement for Mid-Del Technology Center and Construction Industries Board

This Agreement is entered into by the Mid-Del Technology Center (hereinafter referred to as Mid-Del Tech) and the Construction Industries Board (hereinafter referred to as CIB). The effective date of this Agreement is the date of the last signature to this Agreement.

1. Purpose:

a. Background:

This Agreement is between Mid-Del Tech and CIB to develop and implement a workforce development program that will provide career awareness, create interest in the pursuit of a licensed/registered skilled trade career, and develop trade education programs.

b. Scope:

Mid-Del Tech, in partnership with the CIB, will provide services to develop and implement a workforce development program for the skilled trade careers that will create interest in the pursuit of a licensed/registered construction trade professional careers and for the advancement of workforce development and licensed/registered skilled trade related education including career awareness and career pathway opportunities in the professional construction trade occupations to increase the educated and licensed/registered skilled craft workforce benefiting the state of Oklahoma through the "Plumbing Modernization" program. This program introduces equipment comparable to what students will be using in their future plumbing careers. The equipment purchased pursuant to this agreement will be used as a recruiting tool for sophomore tours, eighth-grade tours, Mid-Del Summer Camps, etc. These tools will be used to demonstrate the new reality of plumbing careers in addition to giving potential students an opportunity for hands-on experience with modern plumbing technology. The modernization program will help students gain a greater understanding of the complex science, and math associated with the modern plumbing industry. In exchange for the services provided for this program, the CIB will remit funds for this program.

2. Statement of Work:

a. Mid-Del Tech Responsibility:

- i. Mid-Del Tech will assist CIB by developing a workforce development program to increase the student interest in entering the workforce in the licensed/registered skilled craft professional trade careers, as well as increase the exposure of the CIB trades to potential industry members and the number of students entering and advancing into the licensed/registered skilled craft professional trade careers in Oklahoma. Will develop in partnership with CIB including the sharing of presentations and equipment when appropriate, available, and agreed upon, an educational curriculum and a presentation targeted to potential students to educate in and about the skilled construction trade and to communicate the messages of the availability of the licensed/registered skilled craft professional workforce

opportunities. That would include the cost of the Sound Leak Detector, k400 DWER MACH, Jackhammer, 302+ FLUKE Digital Clamp AC/DC Meter, EM152 UEI DIGITL Dual Manometer, STK-9 Torch Kit, M12 160x120 Thermal Imager as described in the application to provide the services in this agreement.

- ii. Mid-Del Tech will prominently display, as provided by the CIB, the CIB logo along with "provided through the Construction Industries Board Workforce Development Fund" on the presentation equipment described in this agreement.
- iii. Funds remitted to Mid-Del Tech pursuant to this Agreement are to be used solely for costs of equipment, materials, personnel, and other costs required for the development and implementation of the workforce development program for the advancement of licensed/registered skilled trade-related education and workforce development and to promote the skilled trades as a career in Oklahoma.
- iv. At the conclusion of this Agreement period, or upon request by CIB during the Agreement period the parties shall meet and share information to report on the successes of the program goals, status of compliance of other parties/vendors in meeting program goals, and the effects of the workforce development program under this Agreement and ideas on any areas of future development.
- v. Mid-Del Tech will provide a written report to the CIB at the end of the funds expended pursuant to this Agreement providing an accounting of expenditures, describing an explanation of the funds used for this program and the success of outreach demonstrating a return on the investment, along with describing current and potential accomplishments.
- vi. The program is to be implemented by June 30, 2025, and completed no later than December 31, 2025, with an eligible 6-month renewal period until June 30, 2026, upon written request and approval.

b. CIB Responsibility:

- i. CIB will provide funding to Mid-Del Tech, from the CIB's Skilled Trade Education and Workforce Development Fund by reimbursement of cost, to build the workforce development program as described in this Agreement.
- ii. CIB will assist in the distribution and communication of workforce development and education information created for the workforce development program.
- iii. This Agreement period shall be until June 30, 2026, completion and the emphasis shall be on increasing student awareness and interest in entering the workforce in the licensed/registered skilled professional careers, communicating information on career pathways and opportunities, and creating interest in the pursuit of a licensed/registered skilled craft professional career for the advancement of workforce development.
- iv. At the conclusion of this Agreement period, or upon request by CIB during the Agreement period, the parties shall meet and share information to report on the success of the program goals, status of compliance of

other parties/vendors in meeting program goals, the effects of the workforce development program under this Agreement, and any ideas on areas of future development.

3. Compensation:

- a. The maximum amount CIB shall remit to Mid-Del Tech under this agreement, of administrative fines collected, available, and transferred to and held for this purpose in the CIB Skilled Trade Education and Workforce Development Fund in the amount of **\$10,233.41**.
- b. CIB shall encumber by purchase order the full amount listed in (a) of this section on the effective date of this Agreement, or shortly thereafter, for immediate use pursuant to this Agreement.
- c. Mid-Del Tech shall invoice CIB for payments under the Agreement and CIB, using purchasing/financial services provided by OMES/ABS in the payment process, shall process the invoices for prompt payment from the CIB Skilled Trade Education and Workforce Development Fund.
- d. Mid-Del Tech, pursuant to this Agreement, is to complete this program per this agreement.

4. Terms and Conditions:

- a. **Effective Date:** This Agreement will be in effect from the effective date until June 30, 2025, and may run concurrently with another agreement.
- b. **Employment relationship:** The Agreement does not create an employment relationship. Each party is responsible for its own employees.
- c. **Rights of ownership:** Rights of ownership in any products or deliverables developed pursuant to the Agreement shall be in the Mid-Del Tech, with CIB having the rights to access the program for the benefit of licensed/registered skilled craft professional career workforce development purposes.
- d. **Governing Law:**
 - i. This Agreement shall be governed by the laws of the State of Oklahoma.
 - ii. Venue for any action shall be Oklahoma County, Oklahoma.
- e. **Modifications:**
 - i. No oral statement shall serve as modification to this Agreement.
 - ii. All modifications to this Agreement shall be in writing and with signature from both Parties.

f. Invoicing and payment:

- i. Invoices shall be mailed to:
Construction Industries Board
Attn: Stephanie Brown
2401 N.W. 23rd, Suite 2F
Oklahoma City, OK 73107

- ii. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- iii. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.
- g. **Termination Clause:** This Agreement may be terminated by either party with thirty (30) days written notice.
- h. **Audit Clause:** In accepting any agreement with the State of Oklahoma, the parties agree to this audit clause which each party shall keep and maintain appropriate records reflecting services performed and costs and expenses incurred in connection with the performance of this Agreement for a period of five (5) years from the ending date of this Agreement. Upon reasonable notice, the CIB, the Auditor's Office, or their representatives shall be entitled to access any books, records, and other documents and items directly pertaining to charges to the CIB hereunder for purpose of audit and examination by the aforementioned parties. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period Mid-Del Tech agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.
- i. **Non-Discrimination Clause:** There shall be no discrimination against any person or group of persons on account of race, color, religion, creed, national origin, gender, age, military status, or disability in the performance of this Agreement.

5. Contacts for this Agreement:

- a. Mid-Del Tech Agreement Manager:
John Day, Director of Instruction
Mid-Del Technology Center
1621 Maple Dr,
Midwest City, OK 73110
jday@mid-del.net
- b. CIB Agreement Manager:
Janis Hubbard, Administrator
Construction Industries Board
2401 NW 23rd Street, Suite 2F
Oklahoma City, OK 73107
Jan.hubbard@cib.ok.gov

6. Signatures:

Agreed Upon and Accepted by:

CONSTRUCTION INDUSTRIES BOARD

MID-DEL TECHNOLOGY
CENTER

Printed Name and Title

Janis Hubbard 2-10-25
Signature Date

Printed Name and Title

Rebecca 2-10-25
Signature Date