

**Inter-Agency Agreement for
Oklahoma Department of Career and Technology Education
and
Construction Industries Board**

This Agreement is entered into by the Oklahoma Department of Career and Technology Education (hereinafter referred to as ODCTE), 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 ODCTE 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 including education on the statutes and rules governing the skilled trade careers and the statewide code standards that can be in conjunction with instruction in performing skilled work for the advancement of workforce development and education that will create interest in the pursuit of a licensed/registered skilled craft professional career, pursuant to and in support of HB 1280 (2018).

b. Scope:

ODCTE, in partnership with the CIB, will provide services to develop and implement a workforce development program for the plumbing, electrical, mechanical and roofing licensed/registered skilled trade careers that will create interest in the pursuit of a licensed/registered skilled craft professional career and for the advancement of workforce development and licensed/registered skilled trade related education including career awareness and career pathway opportunities in these professional occupations. In exchange for the services provided by ODCTE, the CIB will remit funds for these services. The CIB, along with the State of Oklahoma, will receive the benefits of increased education of the laws governing these skilled trades and workforce development and increase in an educated and licensed/registered skilled craft professional workforce.

2. Statement of Work:

a. ODCTE Responsibility:

- i. ODCTE 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 careers, as well as increase the number of students entering and advancing into the licensed/registered skilled craft professional careers in Oklahoma.
- ii. ODCTE will develop talking points for counselors to use to talk to students concerning the licensed/registered skilled craft professional

careers, availability of jobs, potential wages and other trade related information to allow students to understand the significant opportunities that exist in Oklahoma to employees within the licensed/registered skilled craft professional careers.

- iii. ODCTE will develop talking points for parents and licensees to use to talk to counselors, teachers/instructors, and students about the licensed/registered skilled trade careers, including but not limited to career day outlines and other information to increase understanding of the availability of workforce opportunities in the licensed/registered skilled craft professions in Oklahoma.
- iv. ODCTE will develop lesson plans or talking points for teachers to teach and talk to students about the licensed/registered skilled craft professional careers, including but not limited to career day outlines and other information to increase understanding of the availability of workforce opportunities in the licensed/registered skilled trades in Oklahoma.
- v. ODCTE will develop in partnership with CIB presentation materials, print brochures, videos and other forms of media including, but not limited to, Social Media to communicate the messages of the availability of the licensed/registered skilled craft professional workforce opportunities.
- vi. Funds remitted to ODCTE pursuant to this Agreement are to be used solely for costs of equipment, materials, personnel, and other costs required for development and implementation of the workforce development and education program for advancement of licensed/registered skilled trade-related education and workforce development and to promote the plumbing, electrical, mechanical, and roofing licensed/registered skilled trades as a career in Oklahoma.
- vii. 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 increased cooperation between the agencies and the effects of the workforce development program under this Agreement.
- viii. ODCTE will provide a written report to the CIB at the end of the funds expended pursuant to this Agreement describing an explanation of the funds used for the services provided and the success of outreach demonstrating a return on the investment, along with providing an accounting of accomplishments.

b. CIB Responsibility:

- i. CIB will provide to ODCTE guidance and support in the creation of the licensed/registered skilled craft professional workforce development program.
- ii. CIB may provide support in developing licensed/registered skilled craft professional education programs, subject to the priorities described herein and the availability of funding.

- iii. CIB will provide funding to ODCTE, from the CIB's Skilled Trade Education and Workforce Development Fund, to build the workforce development program as described in this Agreement.
- iv. CIB will assist in the distribution and communication of workforce development and education information created for the workforce development program.
- v. This Agreement period shall be for one year from enactment, the emphasis shall be on increasing student awareness and interest in entering the workforce in the licensed/registered skilled craft 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.
- vi. 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 increased cooperation between the agencies and the effects of the workforce development program under this Agreement.

3. Compensation:

- a. The maximum amount CIB shall remit to ODCTE under this one (1) year agreement, after a look back at CIB's FY2019 funds collected and available, shall not exceed the amount of FY2019 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 \$72,230.00.
- 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. ODCTE shall invoice CIB monthly 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. ODCTE services pursuant to this Agreement are to provide services for a 12 month period provided funds are still available and remaining on the purchase order through the end of the effective date of this Agreement.

4. Terms and Conditions:

- a. **Effective Date:** This Agreement will be in effect from the effective date until one year after the effective date, and may run concurrently with another, subsequent agreement concerning the following year's transfer of CIB FY2020 administrative fine funds in the Skilled Trade Education and Workforce Development Fund.
- 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 the deliverables developed under the Agreement shall be in the CIB, with ODCTE having the rights to print and/or distribute any brochures/video or other media for the benefit of licensed/registered skilled craft professional career workforce development purpose described in the terms of this Agreement.
- 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 ODCTE 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. ODCTE Agreement Manager:

Richard Russell, Technical Program Supervisor
Oklahoma Department of Career and Technology Education
1500 W. Seventh Ave.
Stillwater, OK 74074
Richard.Russell@careertech.ok.gov

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

OKLAHOMA DEPARTMENT
OF CAREER AND
TECHNOLOGY EDUCATION

JANIS HUBBARD
Printed Name and Title

Marie R. Mack, State Director
Printed Name and Title

Janis Hubbard
Signature

Marie R. Mack
Signature

12-11-19
Date

12-11-19
Date