

## **Workforce Development Funds Agreement for Tulsa Technology Center, Lemley Campus and Construction Industries Board**

This Agreement is entered into by the Tulsa Technology Center, Lemley Campus (hereinafter referred to as Tulsa Tech-Lemley) 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 Tulsa Tech-Lemley 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:**

Tulsa Tech-Lemley, in partnership with the CIB, will provide services to develop and implement a workforce development program for the plumbing skilled trade careers that will create interest in the pursuit of a licensed/registered plumbing professional career and for the advancement of workforce development and licensed/registered skilled trade related education including career awareness and career pathway opportunities in the professional plumbing occupations to increase the educated and licensed/registered skilled craft workforce benefiting the state of Oklahoma through updating the Plumbing Program "Tool Room" project. In exchange for the services provided by Tulsa Tech-Lemley, the CIB will remit funds for this project.

### **2. Statement of Work:**

#### **a. Tulsa Tech-Lemley Responsibility:**

- i. Tulsa Tech-Lemley 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 plumbing 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 plumbing careers in Oklahoma. Will update the Plumbing Program Tool Room, in partnership with CIB, to create and provide for Plumbing Program students a visual learning environment for Plumbing trade tools, materials, and hands-on lab and class work demonstrating the value of maintaining a clean, organized storage space for professional tools and work while implementing the Plumbing trade curriculum, learning the Plumbing trade, promoting the Plumbing trade and communicating the messages of the availability of the licensed/registered Plumbing skilled craft professional workforce opportunities; and, prominently display, as provided by the

CIB, the CIB logo along with “Provided by the Construction Industries Board Skilled Trade Education and Workforce Development Fund.”

- ii. Funds remitted to Tulsa Tech-Lemley 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 through updating the Plumbing Program “Tool Room” project for advancement of licensed/registered skilled plumbing trade-related education and workforce development and to promote the plumbing skilled trades as a career in Oklahoma.
- iii. 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 project goals, status of compliance of other parties/vendors in meeting project goals, and the effects of the workforce development program under this Agreement and ideas on any areas of future development.
- iv. Tulsa Tech-Lemley 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 project and the success of outreach demonstrating a return on the investment, along with describing current and potential accomplishments.
- v. The project is to be implemented as soon as possible and completed not later than June 30, 2025.

**b. CIB Responsibility:**

- i. CIB will provide funding to Tulsa Tech-Lemley, from the CIB’s Skilled Trade Education and Workforce Development Fund, 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, 2025 completion the emphasis shall be on increasing student awareness and interest in entering the workforce in the licensed/registered skilled plumbing professional careers, communicating information on career pathways and opportunities, and creating interest in the pursuit of a licensed/registered skilled craft professional plumbing 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 project goals, status of compliance of other parties/vendors in meeting project 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 Tulsa Tech-Lemley 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 \$6,524.02.
- 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. Tulsa Tech-Lemley 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. Tulsa Tech-Lemley, pursuant to this Agreement, is to complete this project 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 the deliverables developed under the Agreement shall be in the CIB, with Tulsa Tech-Lemley having the rights to access the program for the benefit of licensed/registered skilled craft professional career workforce development purpose.
- 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. 23<sup>rd</sup>, 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 Tulsa Tech-Lemley 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. **Tulsa Technology Center, Lemley Campus Agreement Manager:**  
 Aaron DeBorde, Plumbing Instructor  
 Tulsa Technology Center  
 Lemley Memorial Campus  
 3638 South Memorial Drive  
 Tulsa, OK 74145  
[aaron.deborde@tulsatech.edu](mailto:aaron.deborde@tulsatech.edu)

b. **CIB Agreement Manager:**  
 Janis Hubbard, Administrator  
 Construction Industries Board  
 2401 NW 23<sup>rd</sup> Street, Suite 2F  
 Oklahoma City, OK 73107  
[Jan.hubbard@cib.ok.gov](mailto:Jan.hubbard@cib.ok.gov)

**6. Signatures:**

Agreed Upon and Accepted by:  
 CONSTRUCTION INDUSTRIES BOARD

TULSA TECHNOLOGY CENTER,  
 LEMLEY CAMPUS

JANIS HUBBARD, ADMINISTRATOR  
 Printed Name and Title

Dr. Jim Baker, Board President  
 Printed Name and Title

Janis Hubbard 8-1-24  
 Signature Date

DR Jim Baker  
 Signature Date