

Workforce Development Funds Agreement for Meridian Technology Center and Construction Industries Board

This Agreement is entered into by the Meridian Technology Center (hereinafter referred to as Meridian 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 Meridian Tech and CIB to develop an educational video to promote career awareness, create interest in the pursuit of a licensed/registered skilled trade career, and develop interest in trade education programs to foster workforce development pursuant to 59 O.S. § 1000.4a.

b. Scope:

Meridian Tech, in partnership with the CIB, will provide services to create and provide an educational video for outreach on the plumbing skilled trade careers to create interest in the pursuit of a licensed/registered plumbing professional career and 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 interest in the educated and licensed/registered skilled craft workforce benefiting the state of Oklahoma through the "Plumbing Trades Video" project. In exchange for the services provided by Meridian Tech, the CIB will remit funds for this project.

2. Statement of Work:

a. Meridian Tech Responsibility:

- i. Meridian Tech will assist CIB by providing services to create and provide an educational video for outreach and promotion of the plumbing skilled trade careers to increase potential in: student interest in entering the workforce in the licensed/registered skilled craft professional plumbing careers, exposure of the CIB trades to potential industry members, and number of students entering and advancing into the licensed/registered skilled craft professional plumbing careers in Oklahoma. Will develop from start to finish, in partnership with CIB, an educational video about the Plumbing Trade, the skills used in plumbing, and to communicate the messages of the benefits and availability of the licensed/registered Plumbing skilled craft professional workforce opportunities, as well as provide all suitable raw footage for CIB's use in workforce development.
- ii. Funds remitted to Meridian Tech 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 video production 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. Meridian 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 how the funds were used for this project and its success, including the potential for workforce development outreach demonstrating a return on the investment, along with describing current and potential accomplishments of the project.
 - v. The project is to be implemented by December 2024 and completed not later than one year from the effective date of this agreement.
- b. **CIB Responsibility:**
- i. CIB will provide funding to Meridian Tech, 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 completion but no longer than one year from the effective date. 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 Meridian 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 \$8,000.00.

- 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. Meridian 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. Meridian Tech, pursuant to this Agreement, is to complete this project per this agreement.

4. Terms and Conditions:

- a. **Effective Date:** The effective date is the date of the last signature to this Agreement. This Agreement will be in effect from the effective date until one year from the effective date 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 Meridian Tech having the rights to access the project material for the benefit of licensed/registered skilled craft professional career workforce development purpose and students contributing to the project.
- 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 Meridian 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. Meridian Tech Agreement Manager:
Sara Collins, Director of Instruction for Professional Careers
Meridian Technology Center
1312 South Sangre Road
Stillwater, OK 74074
SCollins@meridiantech.edu

- 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

MERIDIAN TECHNOLOGY
CENTER

Larry Buxton CIB, Chairman
Printed Name and Title

Sheila McMurry Digital Media Institute
Printed Name and Title


Signature

4-24-2024
Date


Signature

5-10-2024
Date