

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

This Agreement is entered into by the Kiamichi Technology Center (hereinafter referred to as Kiamichi Tech) and the Construction Industries Board (hereinafter referred to as CIB) as authorized by 59 O.S. § 1000.4a. The effective date of this Agreement is the date of the last signature to this Agreement.

1. Purpose:

a. Background:

This Agreement is between Kiamichi 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:

Kiamichi Tech, in partnership with the CIB, will provide services to develop and implement a workforce development program for the mechanical skilled trade careers that will create interest in the pursuit of a licensed/registered mechanical 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 mechanical occupations to increase the educated and licensed/registered skilled craft workforce benefiting the state of Oklahoma through the “Advancing HVAC Career Interests and Skills Development Initiative” project. In exchange for the services provided by Kiamichi Tech, the CIB will remit funds for this project.

2. Statement of Work:

a. Kiamichi Tech Responsibility:

- i. Kiamichi 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 mechanical 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 mechanical careers in Oklahoma. This project aims to spark interest and build foundational skills in mechanical construction trades with an emphasis on the electrical components of mechanical systems among high school and adult learners in southeast Oklahoma. Oklahoma is experiencing rapid growth, and demand for a skilled workforce in the mechanical trade is rising. This project addresses that need by stimulating student interest through career awareness activities and hands-on training in high-demand HVAC careers. Ultimately, communicating the messages of the availability of the**

licensed/registered mechanical skilled craft professional workforce opportunities.

- ii. Funds remitted to Kiamichi 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 program for advancement of licensed/registered skilled mechanical trade-related education and workforce development and to promote the mechanical 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. Kiamichi 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 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 by May 2026 and completed not later than June 30, 2026.

b. CIB Responsibility:

- i. CIB will provide funding to Kiamichi 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 June 30, 2026, completion and the emphasis shall be on increasing student awareness and interest in entering the workforce in the licensed/registered skilled mechanical professional careers, communicating information on career pathways and opportunities, and creating interest in the pursuit of a licensed/registered skilled craft professional mechanical 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 of administrative fines collected, available, and transferred to and held for this purpose in the CIB Skilled Trade Education and Workforce Development Fund that CIB shall remit to Kiamichi Tech under this agreement, subject to availability as determined by the CIB pursuant to state law, is **\$20,975.00**.
- 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. Kiamichi 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. Kiamichi Tech, 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 upon signature which is considered the effective date until June 30, 2026, and may run concurrently with another agreement. After June 30, 2026, all funds associated with this Agreement shall become unencumbered. The Construction Industries Board will pay all invoices for reimbursement to Kiamichi Tech related to this Agreement that are postmarked on or before June 30, 2026; any invoices postmarked after the end date will not be eligible for payment.
- 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 Kiamichi Tech 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. 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 Kiamichi 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. Kiamichi Tech Agreement Manager:
Alice Rushmore
Kiamichi Technology Center
1004 Highway 2 N.
Wilburton, Oklahoma 74578
arushmore@ktc.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

Janis Hubbard, Administrator

Printed Name and Title

Janis Hubbard 1-30-26
Signature Date

KIAMICHI TECHNOLOGY
CENTER

Shelley D. Free, Superintendent

Printed Name and Title

Shelley D. Free 02.04.2026
Signature Date