

ABC AGREEMENT
JULY 21, 2004

Apprenticeship Training Program Agreement

This agreement entered into effect this ^{21st} ~~12th~~ day of July, 2004 between The District Board of Trustees of Hillsborough Community College, 30 Columbia Drive, Tampa, Florida 33606 hereinafter referred to as the "Board" and Associated Builders and Contractors Inc., 2008 North Himes Avenue, hereinafter referred to as "ABC".

WHEREAS, the Board is authorized by the State Department of Education (DOE) to provide vocational training programs in accordance with Florida Statutes and State Board of Education Rules; and

WHEREAS, the Board desires to cooperate with ABC in designing and implementing an apprenticeship training program; and

WHEREAS, ABC has experienced staff to provide apprenticeship students with realistic work experiences and related classroom experiences; and

WHEREAS, the Board and ABC desire to train the students to meet the journeymen level of efficiency and enhance the skills of journeymen in their trade area;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations the receipt of which is hereby acknowledge, the parties hereto agree as follows:

ABC agrees to:

1. Provide a training director, who, along with ABC, will oversee the day-to-day, on-the-job training of the student(s) in cooperation with the designated Industrial Education Coordinator. This person will maintain all Florida Division of Workforce Development Office of Apprenticeship (DWDA) and Department of Education (DOE) required training records for the program, including on-the-job training (OJT) reports, official instructor credential files, classroom attendance and grades, and registered apprenticeship records.
2. Recruit instructors who have appropriate credentials (academic and certifications). The official credentials must be evaluated and maintained by ABC for auditing purposes. ABC agrees to supply curriculum and provide equipment in laboratories and classrooms provided for the program by the Board.
3. Be responsible for recruiting and assigning students to the Board's instructional program.
4. Provide all appropriate and required DWDA registration forms, documentation and data for each class, use College registration forms, attendance rosters, and provide other information necessary to meet Florida Statutes and Board Rules.
5. Arrange a teaching schedule and training program that will meet the requirements for the Board's program.

6. Provide written assurance to the college that (1) ABC does not discriminate against its members or applicants for membership on the basis of race, color, national origin, sex or disability; and (2) apprentice training will be offered and conducted for its membership free of such discrimination. Such written assurance shall be submitted to the college each term to comply with Section 504 of the Rehabilitation Act of 1973.
7. Be responsible for the placement of all student work assignments for accomplishment of OJT in conformance with participating employer agreements.
8. Allow the Board to recommend students for the Apprenticeship program if they meet ABC's requirements.

The Board agrees to:

1. Provide a liaison to coordinate the activities of this program between ABC and the Board.
2. Provide dedicated lab space, appropriate classrooms (classrooms with tables), facilities offices, and office equipment agreed upon by both parties.
3. Furnish required college forms and letters necessary to support this program
4. Compensate ABC as follows for FY 2004/05, 2005/06 and 2006/07 as defined in the terms of the contract, unless the provisions of paragraph number one under section, "Both parties" concerning adjustments modifies the following provisions:
 - A. Compensate ABC in the amount of \$1,425 per apprentice up to a maximum of 300 students for instructors' salaries, classroom instruction and coordinators; instructional materials and supplies; and other program costs to include, but not limited to, equipment repair, equipment upgrade and replacement, administrative costs, travel expenses, and expenses to attend conferences and professional meetings. The apprentice count is not to exceed 300, and the total amount compensated will be based on actual apprentice annual figures and shall not exceed \$427,500. All travel and travel-related expenses shall be in accordance with Chapter 112, F.S.
5. Compensate ABC within 30 days of the actual date of enrollment based on the actual enrollment per term. The amount compensated is determined from an unduplicated apprentice/student annual count and the roster of apprentice names and HCC Student ID's will be presented with the invoice in order for payment to be processed. Payment for the year will be made in two installments (once in the Fall term and once in the Spring term).
6. Authorize ABC to maintain the official records and files as required by the Division of Workforce Development Office of Apprenticeship. ABC will maintain all DWDA required records and files as well as all educational records for students.

Both Parties agree that:

1. This agreement shall be reviewed at the conclusion of each academic year for program and financial adjustments. Any State Legislative recommendations mandated for College

operations or funding of apprenticeship programs will be reviewed and incorporated as necessary.

2. The responsibility for a day-to-day coordination and supervision of this educational program shall be vested with ABC.
3. Through their designated representatives, both parties shall collaborate in the development of policies and operational procedures for the efficient management and operation of this program.
4. Both Parties will perform their obligations hereunder in accordance with all applicable federal, state and local laws.
5. No amendment to this agreement shall be valid or in force unless submitted in writing and executed by duly authorized representative of both parties executing and entering into this agreement.
6. This agreement is for a three (3) year period and shall commence on August 1, 2004 and shall terminate on July 31, 2007. This agreement can be canceled by either party with a ninety (90) day written notice required prior to the end of the three (3) year period. **It is further understood that the budget will be reviewed by both parties each year and adjusted accordingly.** The parties may agree in writing to renew this agreement for another three (3) year period, with ninety (90) written notice to the other party.
7. It is further understood that all equipment, supplies, and materials provided by ABC under this agreement shall remain the property of ABC. However, any and all capital improvements to College facilities, funded by ABC, remain the property of the College.
8. To insure that ABC is offering and reporting apprenticeship-related instruction and coordination activities in accordance with prescribed program review standards, the following provision will be met:
 - A. The apprenticeship program and all participants reported for FTE have been registered with the Division of Jobs & Benefits, Department of Labor and Employment Security of Federal Bureau of Apprenticeship Training.
 - B. The classroom-related instruction and on-the-job training for apprentices are reported as Job preparatory under the post-secondary occupational program title appropriated for instruction being given.
 - C. The FTE reported per student for classroom related instruction and on-the-job training (OJT) combined does not exceed 25 hours per week.
 - D. The related classroom instructors and apprenticeship coordinators are approved by ABC and the College.
 - E. Supervised related classroom instruction in a formal setting is provided to each apprentice for not less than 144 hours per year and has been approved by ABC.

- F. The capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment supplies, and instructional materials.
 - G. The ratio of Apprenticeship Coordinator/Instructor to apprentices is in accordance with State standards to enable the effective delivery of OJT and other services to the apprentices.
 - H. The records are available documenting coordination of related instruction with job experience.
 - I. The administration of the "Apprenticeship" program of the program and the general welfare of the apprentices is the responsibility of ABC.
9. ABC and HCC will work in good faith and make an effort to develop strategies and proposals to pursue and secure a mutually beneficial state funding formula/mechanism for the apprenticeship program.
10. By the beginning of each program year, the parties will negotiate a budget for the program, which is mutually agreeable. Should the enrollment for the program fall below 200 students or rise over 400 students in any on semester the parties agree to meet to approve the new enrollment and renegotiate the budget.
11. ABC agrees to indemnify and hold harmless the Board and/or all of its officers, employees, agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss, damage, attorney's fees, court costs or expenses of any kind, which each party, its ~~officers, employees and agents, may incur arising from the negligence of either party during the~~ performance of any provision of this Agreement or from the activities of the Board's or ABC's personnel, students, or faculty, as aforesaid under the provisions of this Agreement. Nothing in this indemnity clause shall be construed to require ABC to indemnify or insure the Board for the Board's negligence or to assume any liability for the other party's negligence.
12. All persons employed by ABC shall be considered the employees of ABC, and ABC is responsible for payment of workers compensation, unemployment insurance, social security and withholding taxes.

IN WITNESS WHEREOF, the parties have entered into this agreement this date.


DISTRICT BOARD OF TRUSTEES
HILLSBOROUGH COMMUNITY COLLEGE

By: _____

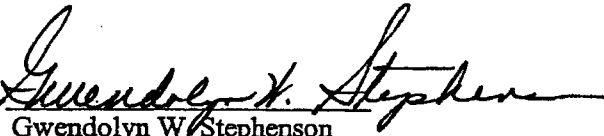

W. Edward Gonzalez
Chairman
Hillsborough Community College

ASSOCIATED BUILDERS AND
CONTRACTORS, INC.

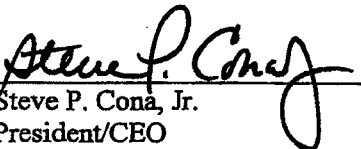
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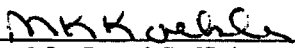

Meg Lashley
Board Chairman
ABC, Florida Gulf Coast Chapter

Attest: _____


Gwendolyn W. Stephenson
President
Hillsborough Community College

Attest: _____


Steve P. Cona, Jr.
President/CEO
ABC, Florida Gulf Coast Chapter


Approved for Legal Sufficiency
