

**IEC AGREEMENT
AUGUST 18, 2004**

**Hillsborough Community College
Apprenticeship Training Program Agreement
With
Independent Electrical Contractors
Florida West Coast Chapter, Inc.**

This agreement entered into effective this 18th day of August, 2004 between The District Board of Trustees of Hillsborough Community College, 39 Columbia Drive, Tampa, Florida 33606 hereinafter referred to as the "Board" and Independent Electrical Contractors, Florida West Coast Chapter, Inc., 9500 Koger Blvd., Suite 103 St. Petersburg, FL 33702, hereinafter referred to as the "IEC".

RECITALS

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 IEC in designing and implementing an apprenticeship training program; and

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

WHEREAS, the Board and IEC 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:

IEC agrees to:

1. Provide a training coordinator, who, along with the IEC, will oversee the day-to-day, on-the-job training (OJT) 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 apprenticeship program ("Program"), including on-the-job training (OJT) reports, classroom attendance and grades, official instructor credential files, and registered apprenticeship records.
2. Recruit instructors who have appropriate credentials (academic and certifications). The official credentials must be evaluated and maintained by IEC for auditing purposes. IEC 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 Department of Education registration forms, documentation and data for each class, use College registration forms, attendance rosters, travel forms, 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) the IEC does not unlawfully discriminate against its members or applicants for membership on the basis of race, color, national origin, sex, age 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. IEC agrees to comply with all state and federal regulations regarding apprenticeship programs.
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 IEC's requirements.

The Board agrees to:

1. Provide a liaison to coordinate the activities of this program between the IEC and the Board.
2. Provide classroom facilities, offices, and office equipment.
3. Furnish required college forms and letters necessary to support this program.
4. Compensate the IEC at the rate of \$1,425 per student for a count not to exceed 260 students and for a total amount compensated per year not to exceed \$370,500. This total annual amount is inclusive of all supplies and equipment. The amount compensated to IEC is to fund instructors' salaries; classroom instruction; IEC coordinators salaries; 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. No additional monies shall be provided to IEC to replenish supplies.
5. Compensate the IEC within 30 days of the actual date of enrollment based on the actual enrollment per term for both Fall and Spring terms. The amount compensated is determined from an unduplicated apprentice/student annual count and the roster of apprentice names and HCC student ID numbers 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 the IEC to maintain the official records and files as required by the Division of Workforce Development Office of Apprenticeship. The College will maintain all DOE required records and

files as well as all educational records for students.

7. Exempt Electrical Apprenticeship program enrollees from fees in accordance with F.S. 239.11 7d.
8. If the maximum student count exceeds 260, no additional reimbursement will occur.

Both Parties agree that:

1. The responsibility for a day-to-day coordination and supervision of this educational program shall be vested with the IEC.
2. 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.
3. Both Parties will perform their obligations hereunder in accordance with all applicable federal, state, and local laws.
4. No amendment to this agreement shall be valid or in force unless submitted in writing and executed by duly authorized representatives of both parties executing and entering into this agreement.
5. This agreement is for a three (3) year period and shall commence on August 20, 2004 and shall terminate on August 19, 2007. Either party can cancel this with a ninety (90) day written notice. This notice is required prior to the end of the initial term. The parties may agree to renew this agreement for another one (1) year period, with ninety (90) days written notice to the other party. The budget will be reviewed by both parties each year and adjusted according to enrollment.
6. It is further understood that all equipment, supplies and materials purchased by IEC under this agreement shall remain the property of the IEC. In the event that IEC relocates their program to another facility or institution, the HCC classrooms must be restored to their original state.
7. To insure that the IEC is offering and reporting apprenticeship-related instruction and coordination activities in accordance with prescribed program review standards, the following provisions 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 appropriate 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 the IEC.
 - 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 the IEC.

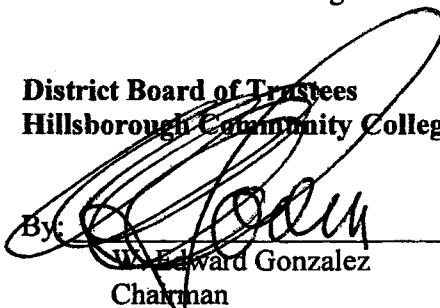
- f. The capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies and instructional materials.
 - g. The ratio of Apprenticeship Coordinator/Instructor to apprentices enables the effective delivery of OJT and others services to the apprentices.
 - h. The records are available, documenting coordination of related instruction with job experience.
 - i. The administration of the "Apprenticeship" portion of the program and the general welfare of the apprentices is the responsibility of the IEC.
8. By the beginning of each program year, the parties will negotiate a budget for the program, which is mutually agreeable to both parties. Should the program enrollment at the beginning of semester the program fall below 220 students, the parties agree to renegotiate the budget for the next program year.
 9. Any State Legislative recommendations mandated for College operations or funding of apprenticeship programs will be reviewed and incorporated as necessary.
 10. IEC and HCC will work in good faith and make a collaborative effort to develop strategies and proposals to pursue and secure a mutually beneficial state funding formula/mechanism for the apprenticeship program.

Other Contract Provisions:

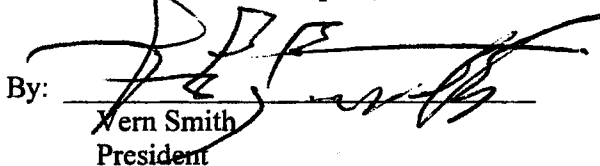
1. IEC agrees to indemnify and hold harmless the Board and/or all of its officers, employees, agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss, damage, attorney's fees, court costs or expenses of any kind, which each party, its officers, employees 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 IEC's personnel, apprentices, or faculty, as aforesaid under the provisions of this Agreement. Board shall indemnify IEC for the Board's own negligence within the limits established by Section 768.28, F.S., by reason of or in conjunction with any act or omission of the Board, its officers, agents and employees; unless such claim is based on the sole gross negligence or willful misconduct of IEC, its officers, agents or employees. Nothing in this indemnity clause shall be construed to require IEC to indemnify or insure the Board for the Board's negligence or to assume any liability for the other party's negligence.
2. All persons employed by the IEC shall be considered the employees of the IEC, and IEC is responsible for payment of workers' compensation, unemployment insurance, social security and withholding taxes.
3. This contract may be modified only by a written amendment, which has been executed and approved by the appropriate authorized parties as indicated on the signature page of this contract.
4. IEC will not assign this contract or enter into a subcontract for any of the services performed under this contract without obtaining the prior written approval of the Board.

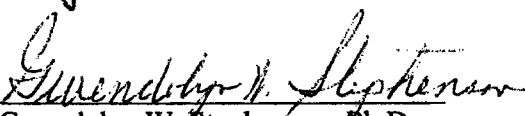
5. IEC will maintain documentation for all charges against the Board under this contract. The books, records and documents of IEC, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of payment, and shall be subject to audit, at any reasonable time upon reasonable notice by the Board or Office of the Auditor General for the State of Florida, or their duly appointed representative. These records shall be maintained in accordance with generally accepted accounting principles.
6. IEC, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this contract. The parties agree that this contract is for their mutual benefit and is not intended to create any third party beneficiaries.
7. The parties shall comply with all applicable federal and state laws and regulations in the performance of this contract.
8. IEC will be provided the option of utilizing the Board's bookstore services at normal operational costs; however, if IEC chooses to use an outside vendor, IEC will assume the responsibility for ordering, receiving, selling, and distributing the required texts to students.
9. This contract shall be governed by the laws of the State of Florida.


**District Board of Trustees
Hillsborough Community College**

By: 
Edward Gonzalez
Chairman

**Independent Electrical Contractors,
Florida West Coast Chapter, Inc.**

By: 
Vern Smith
President

Attest: 
Gwendolyn W. Stephenson, Ph.D.
President

Attest: 
Travis Pulco
Chairman, Apprenticeship Committee


Approved for Legal Sufficiency