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

This agreement entered into effective this 9th day of August, 2000 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".

RECATALS

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 acknowledged, 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 Department of Labor (DOL) required training records for the apprenticeship program ("Program"), including on-the-job training (OJT) reports, classroom attendance and grades, and registered apprenticeship records.

2. Recruit instructors, 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 Labor 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.

9. Require the students to take the TABE test or approved equivalent and require remediation if they do not pass the TABE test. TABE testing and remediation shall be offered by HCC at no charge to perspective apprentices and apprentice.

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, office equipment, replenishable supplies not to exceed $1500 per year, and labs agreed upon by both parties.

3. Furnish required college forms and letters necessary to support this program.

4. Compensate the IEC at the rate of $1,666 per FTE for instructors’ salaries for classroom instruction and Industrial Cooperative Education 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. All travel and travel-related expenses shall be in accordance with Section 112, F.S.

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.

6. Authorize the IEC to maintain the official records and files as required by the Department of Labor or the apprenticeship program. 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. 239.117d.

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 1st, 2000 and shall terminate on August 31st, 2003. This agreement can be canceled by either party with a ninety (90) day written notice required prior to the end of the initial term. The parties may agree to renew this agreement for another three (3) 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.

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 130 students, the parties agree to renegotiate the budget for the next program year.

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, judgements, 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. This contract shall be governed by the laws of the State of Florida.

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

District Board of Trustees
Hillsborough Community College

By: [Signature]
Thomas Huggins, III
Chairman

Attest: [Signature]
Gwendolyn W. Stephenson, Ph.D.
President

Independent Electrical Contractors, Florida West Coast Chapter, Inc.

By: [Signature]
G.H. Wooten
President

Attest: [Signature]
Robert Pickard, Chairman
Apprenticeship Program

Approved for Legal Sufficiency