LOCAL UNION 123
AGREEMENT
AUGUST 9TH, 2000
Hillsborough Community College
Apprentice Training Program Agreement
With
Plumbers and Pipe Fitters Local Union No.123
Apprenticeship Training Trust Fund

THIS AGREEMENT dated August 9th, 2000 by and between the District Board of Trustees for Hillsborough Community College, 39 Columbia Drive, Tampa, Florida, 33606, hereinafter referred to as the "Board", and Plumbers and Pipe Fitters Local Union No.123 Apprenticeship Training Trust Fund, 3601 N. MacIntosh Road, Tampa, Florida 33527, referred to as the "Trust Fund".

RECITALS

WHEREAS, the Board is authorized by the State Department of Education and Division of Community Colleges to provide vocational training programs and courses through the Apprentice Training Trust Fund. These courses are available to Apprenticeship Committees for the express purpose of enhancing the skills of student apprentices.

WHEREAS, the Board desires to cooperate with the Trust Fund in designing and implementing an Apprenticeship Training Program; and

WHEREAS, the Board and the Trust Fund desire to train the students to meet the graduating apprenticeship level of efficiency.

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:

The Trust Fund agrees to:

1. Provide a method to oversee the job training of students. The Trust Fund will maintain all State of Florida required training records for the program, including on the job training (OJT) reports, competency reports, classroom attendance and grades, and registered apprenticeship records. The Trust Fund shall prepare and file all required reports with Federal and State level Department of Labor offices.

2. Recommend curriculum, including the updating of curriculum, in each trade area on a periodic basis.

3. Provide any needed additional equipment in laboratories and classrooms beyond the mutually agreed upon budget level of equipment.

4. Identify and recommend instructors who have the required level of education and experience, and who are certified through the appropriate agencies.
5. Document all appropriate and required Department of Labor registration Id numbers, use College registration forms, attendance rosters, and provide other information necessary to meet Florida Statues and Board Rules.

6. Retain a copy of each trust fund's registered standards as required by the Department of Labor.

7. Administer the short form of the TABE test to all enrollees and forward completed tests to the Board for grading. Cooperate with necessary remediation and counseling as necessary.

8. Provide written assurance to the Board that (1) the trust fund does not discriminate against its members or applicants for membership on the basis of race, color, national origin, gender, 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 Board each term to comply with Section 504 of the Rehabilitation Act of 1973. The Program agrees to comply with all Federal and State regulations regarding apprenticeship programs.

9. Develop and forward to the Board a schedule of courses for the program, which contains an annual minimum of 246 hours of classroom instruction and 1800 hours of on-the-job training (OJT); meets the requirements of the approved curriculum and all appropriate laws and rules; and meets the needs of the students and the program. Such schedule of courses need not operate on a traditional college academic calendar.

10. Assist in the processing of all forms and records required to be prepared and maintained by the State of Florida.

11. Provide classrooms and other training facilities for this vocational training program.

**The Board agrees to:**

1. Provide a liaison to coordinate the activities of this program between the Trust Fund and the Board.

2. To furnish required college forms and letters necessary to support this program.

3. To reimburse the Trust Fund at the annually negotiated levels for all mutually agreed program costs except adjunct faculty salaries. Total reimbursement for all categories except adjunct faculty salaries, shall not exceed $163,900 per year for the fiscal years 2000-2001 and 2001-2002 unless enrollment declines below 60 students, at which time both parties will renegotiate the reimbursement. These levels for years one and two of this agreement which are contingent on enrollment, shall be reconsidered at annual budget review prior to July 1st of each year of this agreement. Any and all travel and travel-related expenses shall be in accordance with Section 112.061, F.S.
4. Grade and interpret the TABE tests for all enrollees. The Board will also be responsible for counseling students concerning remediation requirements.

5. Except as otherwise provided in this agreement, exempt Program enrollees from all fees in accordance with Section 239.117d, F.S. Students will be required to pay all required college registration fees for remedial courses, which they are required to take as a result of their TABE test scores.

6. Review and provide final approvals for all adjunct faculty recommended by the Trust Fund.

7. Employ qualified adjunct faculty for the program up to limits of the mutually approved budget.

Both parties agree that:

1. The program will operate on a 12-month basis. The program year for the purposes of this agreement and for the program shall begin on September 1 and end on August 31st.

2. By the beginning of each program year, the parties will negotiate a budget for the program, which is mutually agreeable. Should the enrollment for program fall below 60 students or rise to over 100 students in any one semester, the parties agree to renegotiate the budget. The Board shall be responsible for salaries and fringe benefits for adjunct faculty, which it hires to support the Program. The Board shall pay the Trust Fund for all other mutually agreed upon program expenses, and shall transfer funds to cover these expenses as agreed upon.

3. The Trust Fund shall maintain all official records and files as required by the State of Florida. All such records and files shall be available for inspection and audit by the Board and the State of Florida. The Board will maintain all Department of Education required records and files. The Board will make available copies of all such files and records to the Trust Fund.

4. The responsibility for day-to-day coordination and supervision of this educational program shall be vested in Board and Trust Fund. Primary Responsibility for recruiting students and admitting students to the program shall rest with the Trust Fund. The Board shall provide supplemental student recruiting efforts.

5. Both parties will perform their obligations hereunder in accordance with all applicable federal, state, and local laws.

6. No amendment to this agreement shall be valid or in force unless submitted in writing and executed by daily authorized representative of both parties executing and entering into this agreement.

7. In accordance with state funding guidelines for this apprenticeship program, the Board is responsible for incurring the cost of funding this program for years one and two of this agreement. However, this agreement is conditional upon the Board receiving state
funding for the program at current formula levels in year three of the three-year program. In the event this agreement is renewed for an additional three-year period, the Board will have the option to terminate the agreement for each subsequent year if state funding for the program at current formula levels is not received.

8. The Board shall make payments to the Trust Fund on the last business day of every three months, i.e., on or about September 1, December 1, March 1, and June 1. Each payment shall be equivalent to 25 percent of the annual program expenses, which the parties agree shall be covered by Program.

9. This agreement shall be for a term of three (3) years from, August 1, 2000 through July 31, 2003, unless sooner terminated as herein provided. The agreement may be renewed for an additional three-year term by mutual written consent of the parties hereto. This agreement can be terminated by either party with a ninety- (90) day written notice required prior to the end of the academic term. The fiscal components of this agreement will be reviewed and adjusted, if needed, on an annual basis.

10. To insure that the Board is offering and reporting apprenticeship related instruction and coordinating activities in accordance with prescribed program review standards, the following requirements will be met:

   a. The Apprenticeship program and all participants have been registered with the Division of Jobs and Benefits, Department of Labor and Employment Security, of the Federal Bureau of Apprenticeship Training.

   b. The classroom-related instruction and on-the-job training (OJT) for apprentices are reported as job preparation under the post-secondary occupational program title appropriated for instruction being given.

   c. The total amount of classroom-related instruction and on-the-job training (OJT) per week combined does not exceed 25 hours.

   d. The OJT services provided shall be consistent with the Training Director and/or instructor job descriptions.

   e. Trust Fund and the Board shall approve the classroom instructors and training director.

   f. Supervised related classroom instruction in a formal setting is provided to each apprentice for not less than 246 hours per year and has been approved by the Trust Fund and the Board.

   g. The capability exists in the instructional setting to accomplish the apprenticeship program objectives as evidenced by adequate facilities, equipment, supplies, and instructional materials.

   h. The records are available documenting coordination of related instruction with job experience.
i. The administration of the apprenticeship portion of the program and general welfare of the apprentices is the responsibility of the Trust Fund.

11. All funds generated under this agreement will remain in Hillsborough County, maintained in a separate account and all expenditures shall be used to support the programs that generated the funds.

**Other Contract Provisions:**

1. The Trust Fund 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 their negligence during the performance of any provision of this Agreement or from the activities of the Board's or the Trust Fund's personnel, students, or faculty, as aforesaid under the provisions of this Agreement. The Board shall indemnify the Trust Fund for the Board's own negligence or in conjunction with any act or omission of the Board, its officers, agents and employees within the limits established by Section 768.28, F.S., unless such claim is based on the sole gross negligence or willful misconduct of the Trust Fund, its officers, agents or employees. Nothing in this indemnity clause shall be construed to require either party to assume any liability for the other party's negligence.

2. The Trust Fund agrees to purchase and obtain liability insurance to cover its obligations under this Agreement in the amount of $1,000,000 dollars. Said policy shall name the Board as an additional insured. The Trust Fund shall purchase insurance and provide the Board with a Certificate of Insurance naming District Board of Trustees, Hillsborough Community College as Certificate Holder, no later than the close of business within five (5) days of the commencement of this agreement. The Trust Fund's failure to do so shall not, in any way, relieve it of its obligation to indemnify the Board as set forth herein.

3. All persons employed by the Trust Fund shall be considered the employees of the Trust Fund, and the Trust Fund is responsible for payment of workers' compensation, unemployment insurance, social security and withholding taxes.

4. 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.

5. Trust Fund 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.

6. Trust Fund will maintain documentation for all charges against the Board under this contract. The books, records and documents of Trust Fund, 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 final 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.

7. Trust Fund, 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.

8. The parties shall comply with all applicable federal and state laws and regulations in the performance of this contract.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day herein above first written.

DISTRICT BOARD OF TRUSTEES
HILLSBOROUGH COMMUNITY COLLEGE

By: [Signature]

Thomas Huggins, III
Chairman

ATTEST:

Gwendolyn W. Stephenson
President

Date: 8/9/00

Legally Sufficient

PLUMBERS AND PIPEFITTERS LOCAL
123 JOINT APPRENTICE TRUST FUND

By: [Signature]

Name: Phil Sanchez Roger Thayer

Title: Chairman Secretary

ATTEST:

[Signature]

 Legally Sufficient

Date: August 1, 2000