

MEMORANDUM OF UNDERSTANDING

between

COLLEGE OF SOUTHERN MARYLAND

and

**NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION/
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 26**

JOINT APPRENTICESHIP TRAINING COMMITTEE

This memorandum of understanding is entered into between the College of Southern Maryland (CSM), 8730 Mitchell Road, P.O. Box 910, La Plata, MD 20646 and National Electrical Contractors Association/ International Brotherhood of Electrical Workers Local Union 26 Joint Apprenticeship Training Committee (NECA/IBEW-JATC), 4371 Parliament Place, Lanham, Maryland 20706.

TERMS OF AGREEMENT

I. Terms of Agreement

This agreement becomes effective on signature and shall continue in effect until either party terminates it by written notice to the other party at least ninety (90) days in advance. Those CSM students enrolled in the Electric Wiring Technician AAS degree program at the time of termination shall have 24 months to complete the program.

RESPONSIBILITIES OF THE PARTIES

II. CSM will:

1. Maintain approval from the Maryland Higher Education Commission for the Electric Wiring Technician AAS degree program and update the program regularly as mutually agreed upon.
2. Collaborate with NECA/IBEW-JATC to develop and deliver three continuing education courses for licensed electricians to renew their licenses in Southern Maryland and with the Center for Trades and Energy Training.
3. Convene a joint meeting with NECA/IBEW-JATC staff annually to review the effectiveness of this agreement, update course and program requirements and propose modifications to the agreement, as necessary.

4. Grant the approved 30 credits that can only be applied for the Electric Wiring Technician AAS degree program once the student has completed the NECA/IBEW-JATC Apprenticeship program.

III. NECA/IBEW-JATC will:

1. Distribute information regarding the career advancement benefits of this agreement to NECA/IBEW-JATC apprenticeship students and interested IBEW members.
2. Participate in jointly planned activities that promote the courses and programs.
3. Meet with CSM Continuing Education college staff annually to plan promotion and delivery of three or more NECA/IBEW-JATC required continuing education courses through the Center for Trades and Energy Training annually.
4. Notify CSM if the NECA/IBEW-JATC apprenticeship courses are no longer approved by the American Council on Education (ACE) within 30 days. Notwithstanding other provisions of this agreement, failure to retain ACE approval will result in termination of this agreement by the college to be effective immediately.
5. Provide CSM an copy of the American Council on Education (ACE) Report within 30 days.
6. Meet with the college staff annually to review program outcomes, evaluate effectiveness of this agreement, update course/program requirements and propose modifications to the agreement as necessary.
7. Obtain information, if necessary, regarding students'/members' grades and registration status directly from students. CSM cannot share this information due to restrictions imposed by the Family Education Rights and Privacy Act (FERPA).
8. Provide CSM with a list of the program outcomes and how they assess to ensure those program outcomes are met for accreditation purposes.

IV. Responsibilities of Both Parties

1. Meet annually to discuss curricular changes.
2. Collaborate on recruitment strategies.

V. Nondiscrimination

Neither party shall, in the course of its performance or nonperformance of this agreement, discriminate against or harass any person on the basis of gender, sexual preference, race, age, color, religion, ability or marital status, nor retaliate against any person for alleging any such discrimination or harassment.

VI. Confidentiality

Both parties agree to maintain the confidentiality of documents and information that are shared in accordance with the sections above. CSM shall maintain such

confidentiality to the extent permitted by the Maryland Public Information Act (Maryland Ann. Code, State Government, section 10-611 et seq.) and the Maryland Open Meetings Law (Maryland Ann. Code, State Government, section 10-501 et seq.).

VII. Indemnification

NECA/IBEW-JATC shall defend, indemnify and hold harmless CSM, its governing board, officers and employees from and against any and all claims, damages, liabilities, injuries, expenses, demands and judgments, including court costs and attorney fees which arise out of, or in connection with any acts or omissions of NECA/IBEW-JATC, its officers or employees or any breach of this contract.

CSM shall defend, indemnify and hold harmless NECA/IBEW-JATC, its governing board, officers and employees from and against any and all claims, damages, liabilities, injuries, expenses, demands and judgments, including court costs and attorney fees which arise out of, or in connection with any acts or omissions of CSM, its officers or employees or any breach of this contract.

VIII. Integration

This agreement represents the entire and integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations or agreements, whether written, electronic, oral or by course of conduct.

IX. Waiver

Any term of this agreement may be waived, or the time for its performance may be extended, by the party entitled to the benefit thereof, but only if the waiver is in writing signed by the party entitled to the benefit.

X. Severability

In the event that, for any reason whatsoever, any clause or provision of this agreement (or the application of such clause or provision to a particular set of circumstances) is held or declared to be invalid, illegal, or unenforceable, such holding or declaration shall not in any way affect the validity or enforceability of any other clause or provision of this agreement (or the application of such clause or provision to a different set of circumstances).

XI. Modifications

No modification of the terms under this agreement will be effective unless such amendment is in writing signed by an authorized representative of the parties hereto.

XII. Signatures

If there are no further points or additions, please indicate your acceptance by signing below. Retain one copy of this for your files, and return one original copy to:

College of Southern Maryland
Attn: Jacqui Rogers
Registrar's Office
8730 Mitchell Road
P.O. Box 910
La Plata, MD 20646

For the College of Southern Maryland:



Maureen Murphy, Ph.D.
President

Jun 8, 2021

Date

For the National Electrical Contractors Association/International Brotherhood of
Electrical Workers Local Union 26-Joint Apprenticeship Training Committee:



Christopher Cash
Director, NECA/IBEW Local 26 JATC

May 28, 2021

Date