



## **AGREEMENT**

Howard Community College and Associated Builders and Contractors Greater Baltimore

Howard Community College (HCC) and Associated Builders and Contractors Greater Baltimore (ABC) mutually agree to work as partners in providing four-year Plumbing Apprenticeship Training Programs. Both parties agree to follow proper channels of communication in relation to this educational partnership opportunity.

## **Joint Rights and Obligations**

Each party shall designate a liaison who shall be primarily responsible for the planning and exchange of information under this agreement. Neither party will discriminate against an employee or participant in this program because of race, color, religion, gender, age, marital status, sexual orientation, disability or national origin. Both parties agree to adhere to all published HCC policies.

**Program:** Skilled Building Trades - Associate of Applied Science (AAS)

HCC Contact: Mark Edelen, Professor, Physics/Engineering; Acting Associate Dean, Science,

Engineering, & Technology

medelen@howardcc.edu 443-518-4222

**ABC Contact:** Donte Lee, Director of Education

dlee@abcbaltimore.org 410-821-0351 Ext. 120

**Term:** The term of this agreement is from July 1, 2023 to June 30, 2028. It will remain in effect

for the stated period unless written notification of intent to terminate is provided by one party to the other thirty (30) days prior to the proposed termination date. All amendments and modifications must be in writing, have a specified effective date, and

be accepted by both parties.

## **Howard Community College agrees to:**

Credits – Award 24 academic credits toward HCC's AAS degree in Skilled Building Trades to students
who have successfully completed ABC's plumbing apprenticeship training and who provide a Maryland
Department of Labor (MDOL) Certificate of Completion for a four-year plumbing registered
apprenticeship program.

## Associated Builders and Contractors Greater Baltimore (ABC) agrees to:

- 1. **Curriculum** Provide quality apprenticeship training; ensure the curriculum and all related materials are current and meet industry and Maryland standards; maintain standing as apprenticeship provider; and notify HCC in writing of any significant curriculum changes.
- 2. **FERPA** Abide by all FERPA (Family Educational Rights and Privacy Act) regulations and maintain student confidentiality.
- 3. **Student Information** ABC will agree to provide any student academic data that may be required for reporting, including periodic verification of program learning outcomes to support accreditation.

4. Certificate of Insurance – ABC will provide an acceptable Certificate of Insurance to Howard Community College, naming Howard Community College and Howard County, Maryland, its Board of Trustees, directors, officers, agents, employees, volunteers, successors and assigns as additional insured. This certificate must show evidence of general liability insurance with limits of one million dollars (\$1,000,000) per occurrence with an annual aggregate of no less than two million dollars (\$2,000,000). The Certificate of Insurance shall also evidence Directors and Officers insurance with limits of no less than one million dollars (\$1,000,000) per occurrence with an annual aggregate of no less than one million dollars (\$2,000,000). The coverage shall be provided by an insurance company licensed by the State of Maryland and rated at least A- VII by the AM Best and Company.

**Indemnification** – Subject to the provisions of the Courts and Judicial Proceedings Article, Section 5-303 of the Annotated Code of Maryland, as amended, HCC hereby agrees to indemnify and hold harmless ABC including its officers, employees, agents, directors, volunteers, successors and assigns from claims, causes of action, suits, liabilities, damages, losses, demands, costs, expenses, or judgments including court fees or attorneys' cost arising out of the parties negligence under this Agreement, except in the event of an occurrence as a result of the ABC's willful acts or sole negligence.

ABC hereby agrees to indemnify and hold harmless HCC including its Board of Trustees, officers, employees, agents, directors, volunteers, successors and assigns, and the Howard County Council, causes of action, suits, liabilities, damages, losses, demands, costs, expenses, or judgments including courts fees or attorneys' costs arising out of the parties participation under this Agreement, except in the event of an occurrence as a result of HCC's willful acts of sole negligence. The duties arising under this paragraph shall survive the termination of this Agreement.

This agreement between Howard Community College and ABC will be in effect from July 1, 2023 through June 30, 2028. All parties may publicize their affiliation with each other.

This agreement may be renewed with an addendum signed by both parties 30 days prior to the termination date. If no such addendum is executed, this Agreement shall be deemed terminated. This Agreement may be terminated by either party upon written notice to the other party.

This Agreement shall be according to the laws of the State of Maryland, and shall become effective when fully executed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement below:

Carl S. Moore, Ah.D.

Date

10/6/22

can 5. Moore, in.b.

Vice President of Teaching and Learning

Howard Community College

Chris Hadfield

Date

Vice President, Workforce Development Associated Builders and Contractors Greater

**Baltimore**