

MEMORANDIUM OF AGREEMENT

Associate in Applied Sciences (AAS)

Machinist Technology/Computer Numerical Control (CNC) and Welding Technology

This agreement is made between Mountwest Community & Technical College (MCTC), hereinafter referred to as the "College", and the Robert C. Byrd Institute, hereinafter referred to as "RCBI", for the period beginning August 1, 2020 and ending midnight of June 30, 2022. The purpose of the agreement is to continue a cooperative relationship whereby the College will award the appropriate degree in Associate of Applied Science (AAS) in Machinist Technology (MT/Computer Numerical Control 'CNC'), or Associate of Applied Science (AAS) in Welding Technology, or Associate of Applied Science (AAS) in Technical Studies with concentrations in Additive Manufacturing and Robotics, and certificate programs in MT, CNC, Robotics, or Welding.

- The College through authorized personnel shall cooperatively plan with the Director of RCBI or his/her designee and the respective courses which are to be offered at RCBI under the terms of this agreement, and in accordance with academic requirements for the degrees identified in the above paragraph.
- As appropriate courses shall be designed and taught to meet requirements as set forth by the National Institute for the Metalworking Skills (NIMS), or FANUC Robotics, American Welding Society or American Society of Mechanical Engineers (ASME).
- The scheduling, content, and length of the programs are to be mutually agreed upon by the designated College and RCBI representatives and made a matter of written record for the benefit of all parties involved.
- RCBI will provide the College, in regard to the programs identified above, its facilities and equipment in accordance with the following guidelines:

A. FACILITIES

- 1.) Classrooms will be furnished by RCBI for technical courses to be taught in these programs at RCBI facilities. Technical courses are identified with the ALPHA MT, MFE, ISM and WELD.
- 2.) RCBI will provide offices for RCBI faculty members employed in the degree program.
- 3.) The College shall submit requests to the Director of RCBI for approval and scheduling of general education and non-technical courses.
- 4.) RCBI will be responsible for any and all damages occurred when offering courses.
- 5.) RCBI shall provide access to the video classroom to offer all classes that are required by the programs simultaneously at the Huntington and Bridgeport sites.

B. EQUIPMENT AND SUPPLIES

- 1.) Classrooms, machines, equipment and tools will be furnished, maintained and the usage of equipment shall be scheduled through the Director's office at RCBI.
- 2.) RCBI shall be responsible for providing the machining and welding materials required for the instruction of the technical course

FACULTY/STAFF

- 1.) The respective technical faculty shall be appointed to serve as faculty members in the Career and Technical Program Division of the "College." Faculty must meet the requirements as outlined in Institutional Board of Governors Policy H-19 Adjunct Faculty Qualifications, Appointments and Instructional Load (Part of Faculty Personnel Policy).
- 2.) RCBI shall employ technical faculty for a contract term of 9 months, and designate a faculty or staff individual to serve as the coordinator for these programs.
- 3.) Faculty will meet all reporting and grading deadlines required of instructors.
- 4.) All official email will be via the college's email address. Faculty desiring to use another email address must forward their email to the preferred email address.
- 5.) When it is necessary, and agreed to by both RCBI and the College, that the College employ an adjunct instructor to teach courses at RCBI or with a contract faculty member, MCTC will deduct instructional expenses (salary and benefits, travel expense, materials expense). These amounts will be agreed upon in advance of all courses by all parties and be deducted when payments are made to RCBI.

C. TOOLS, TEXTBOOKS, INSTRUCTIONAL MATERIALS AND NIMS CERTIFICATION EXAMS AND USE OF EQUIPMENT

- 1.) Tools, textbooks, other instructional materials, and equipment used in technical courses shall be selected in accordance with NIMS (for MT/CNC), local professional agencies, and the program requirements.
- 2.) Any broken or missing tools from the materials list provided must be replaced by the student.

D. CURRICULUM

- 1.) Course requirements and credit hours for each AAS program shall be determined in accordance with the appropriate national standards committee, local agencies and Associate of Applied Science degree requirements of the "College."
- 2.) All courses taught at RCBI sites will be designated with the campus code of "B."

E. STUDENTS

- 1.) The registrar of the College shall maintain the official records of each student and issue grades and other records in accordance with policies and procedures of the "College."
- 2.) Students enrolled in these programs will receive the same level of student support services available to other students to include: library services, academic advising, and

services available to other students to include: library services, academic advising, and use of on-campus facilities and services.

3.) Although the College is an open admissions institution, students must meet specific requirements for admission. Prior to completing the first semester students must take the appropriate placement exam and score at a pre-determined level. Individuals who do not successfully achieve the desired score of the machining placement exam prior to completing the first semester are ineligible to continue in the program. Students who show serious deficiencies in academic courses will be referred to the Vice President of Student Services for academic consultation.

F. ASSESSMENT

- 1.) Degree program shall follow the College guidelines to complete the following.
 - a) A Program Assessment Plan which is updated annually.
 - b) An Annual Assessment Report and Improvement and Implementation Plan that includes and analysis of results for both program and courses assessment details about how the results for the assessment report will be used to improve instruction, courses, and the program.
- 2.) The RCBI Workforce Advisory Board shall also serve as the advisory committee for the MT/CNC AAS, Welding AAS and Robotics Certificate Degree programs. The committee will meet twice per year including a representative of the College in accordance with NIMS certification requirements.
- 3.) Copies of Advisory Board meeting minutes will be forwarded to the Vice President of Academic Affairs for appropriate posting to the college's website.

H. TUITION AND FEES

- 1.) Students enrolled in these programs shall pay the current or appropriate tuition and fees of the College and the appropriate course and/or program fees. Tuition and fees shall be assessed over the following terms:
 - a) Fall Term (16 weeks)
 - b) Spring Term (16 weeks)
 - c) Summer Term (2 Terms)
- 2.) The College shall pay to RCBI seventy percent (75%) of the total tuition and fees and off-campus fee not to exceed 12 semester credit hours per student.
- 3.) RCBI will invoice the College at the end of each semester based upon actual enrollment and collections.
- 4.) The College shall reimburse to RCBI (100%) of the course lab fees set at \$175 MT/WELD/MFE per credit hour taught by RCBI. The Machinist/Weld Program, course lab fees will be used to purchase program books, tools, supplies, equipment and necessary CAD/CAM softwares.
- 5.) The College will provide RCBI necessary information at the end of each semester so that the College can be invoiced appropriately.
- 6.) Students will be responsible to obtain course materials including textbooks for general education courses that are required for their degree program.
- 7.) Student refunds will be per the college refund policy.

I. STUDENTS TERMINATION FROM THE PROGRAM

Termination of a student enrolled in these programs shall be in accordance with policies jointly established by the College and "RCBI."

J. GRADING

All coursework shall be graded in accordance with the policy and procedure of the "College."

K. PRIOR LEARNING CREDIT

Students who possess knowledge or skills from prior experiences may receive credit according to the prior learning policies of the College. The policies are described in the catalog under the heading Credit by Examination and Credit for Knowledge, Life Work Experience or Skills.

L. PROGRAM PROMOTION

1. All program promotion activities will be conducted collaboratively by the College and "RCBI." Materials will reference the nature of the collaborative program and that the technical coursework is provided by RCBI and the degree is earned from the "College."
2. All program promotional items/materials must be reviewed by the College's Marketing and Printing services to ensure compliance with the College's print standards contained in Advertising, marketing and Public Relations Administrative Procedure.

M. AGREEMENT ALTERATIONS OR TERMINATIONS

- 1.) Either party to MOA may request a change in the agreement pending a thirty (30) day written notification to the other party. Such changes shall not affect any class currently in session unless specifically indicated in the notice of change.
- 2.) Either party to MOA shall have the privilege of terminating this agreement upon written notification to other party sixty (60) days prior to the end of the fiscal year. Such termination shall not affect any currently enrolled students. If either the MT/CNC or Welding programs are terminated, currently enrolled students shall have two years to complete the program requirements. The written notification shall contain the reasons and /or conditions upon which the termination is requested.
- 3.) In event there is an alteration in program funding, the above language regarding agreement alterations or termination is suspended and immediately void.
- 4.) Neither party to this agreement shall be obligated, as a matter of contract between the parties to this agreement, to defend or indemnify the other party to this agreement against any claims of third parties. Provided, however, that nothing in this agreement shall be construed to constitute a waiver or diminishment of, or substantive or procedural limitation upon, any claims for common law or statutory contribution or indemnity that either party to this agreement may have against the other party to this agreement under applicable law.
- 5.) Both parties to this agreement shall maintain liability insurance \$1,000,000 per occurrence for bodily injury, disability and death of workers and other persons and \$1,000,000 per occurrence for property damage caused by operating, handling or transporting the equipment during the term of this MOU.
- 6.) Special Comment: It is understood that the technical courses may begin at a time or location where students may be enrolled. RCBI will inform and complete appropriate

forms prior to the beginning of each technical program. Either party to MOA shall have the privilege of terminating this agreement upon written notification to other party sixty (60) days prior to the end of the fiscal year. Such termination shall not affect any currently enrolled students. If either the MT/CNC or Welding programs are terminated, currently enrolled students shall have two years to complete the program requirements. The written notification shall contain the reasons and /or conditions upon which the termination is requested.

7.) This MOU shall be governed by the laws of the State of West Virginia.

Robert C Byrd Institute

Mountwest CTC



Charlotte Weber, Director and CEO

Keith Cotroneo, President



Date

Date

