

**RENEWED
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GEORGIA DEPARTMENT OF EDUCATION
AND
THE TECHNICAL COLLEGE SYSTEM OF GEORGIA
REGARDING
*Articulated Credit for the NCCER Welding Technology Program***

This **Renewed** Memorandum of Understanding (“MOU” or “Agreement”) is made and entered into by and between the Georgia Department of Education (“GaDOE”) and the Technical College System of Georgia (“TCSG”) (individually a “Party” and collectively as the “Parties”) regarding the Articulation of Credit Agreement for the NCCER Welding Technology Program (“Initiative”). **This is year two (2) of a five (5) year option.**

WHEREAS the purpose of the Initiative is to provide students with the opportunity to receive specified college credit as a result of the successful completion of specified high school courses taken in a pathway and an external assessment or credential; and

WHEREAS this Initiative will allow students to receive credentialing in the specified field more quickly and without duplication of coursework between high school and college curriculum; and

WHEREAS GaDOE and TCSG are the primary providers of these curricula, articulation between the two agencies will facilitate the goals of the Initiative.

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, the Parties, with acknowledgement that the policies for awarding credit vary from one technical college to another and is within the sole discretion of the technical college, hereby agree as follows:

1. TCSG agrees that colleges, upon the evaluation of a student’s coursework and assessments, may award coursework for the following courses:

A. Construction Trades Core (COFC 1080) **and** Shielded Metal Arc Welding I (WELD 1015), provided that the enrolling student has successfully completed the following:

i. Three (3) GaDOE Welding courses with a final grade of “C” or better:

GaDOE Welding Course Number	GaDOE Welding Course Name
46.54500	Industry Fundamentals and Occupational Safety
48.58100	Introduction to Metals
48.55100	Welding I

- ii. Successful completion of the NCCER Welding Certification Exam Level 1 **or** college-designated assessment which may include demonstration.
2. The Parties agree that they shall safeguard the confidentiality of student data as required by the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g, 34 C.F.R. § 99.33(a)) and all other applicable laws and regulations.
3. The Parties acknowledge and agree that neither Party shall be responsible for any loss, injury, or other damage to the person or property of anyone participating in the Initiative unless such loss, injury, or damage results from the negligence or willful conduct of that Party, its agents, officers, or employees.
4. This relationship is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interest for any Party or person other than the Parties; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent, or guardian of any student, spouse, next of kin, employer, or prospective employer of any participant of the Initiative.
5. Each Party shall designate a single point of contact to address and resolve any issues or concerns with anything related to this Agreement. Each Party shall notify the other party in writing within fourteen (14) calendar days of any change of the point of contact. The following individuals are designated by their respective Party as the initial point of contact:

GaDOE:

Barbara M. Wall, Ed.D.
Deputy Superintendent, Career, Technical, and Agricultural Education
Suite 2053 Twin Towers East
205 Jesse Hill, Jr. Drive
Atlanta, Georgia 30334
Cell: 404-387-1666
bwall@doe.k12.ga.us

TCSG:


Kathryn R. Hornsby, Ph.D.
Assistant Commissioner, Technical Education
1800 Century Place, Suite 400
Atlanta, GA 30345
404-679-5281
khornsby@tcsge.edu

6. This Agreement shall become effective upon date of last signature and shall end on **said date in 2025.**
7. The Parties may renew this Agreement with a mutually signed written agreement for successive one (1) year terms up to **three (3) additional years. This is year 2 of a five (5) year option.**
8. The terms and conditions of this Agreement shall be periodically reviewed by the Parties. Each Party agrees to inform the other regarding curriculum or assessment changes that may impact the terms of this Agreement.
9. No modifications or alterations of this Agreement will be valid or effective unless each modification or alteration is made as an Amendment to the Agreement and signed by both parties.
10. This Agreement may be terminated by either Party without reason or cause by providing to the other Party written notice not less than thirty (30) calendar days in advance of the desired termination date.
11. Each Party represents that there is no litigation or proceeding pending, or to its knowledge, threatened against it having a material adverse effect on the right of the Party to secure this Agreement or the ability of the Party to comply with any of its obligations under this Agreement.
12. No Party will be deemed to have waived any provisions of this Agreement unless such waiver is made explicit in writing and signed by the Party waiving such provision. No waiver shall be deemed to be a continuing waiver unless so stated in writing.
13. This Agreement shall not be assigned or transferred unless consented to in writing by the Department.
14. If any provision of the Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement. Further, if any provision of the Agreement is determined to be unenforceable by virtue of its scope but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law.
15. This Agreement shall be governed by, construed, and applied in accordance with the laws of the State of Georgia. Any action brought by one Party to this Agreement against the other shall be brought in the Superior Court of Fulton County.

16. This Agreement may be executed in one or more counterparts which, when taken together, will constitute one agreement. Copies of this Agreement will be equally binding as originals, and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

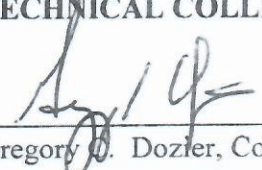
GEORGIA DEPARTMENT OF EDUCATION



Richard Woods, Superintendent

4/3/2023
Date

TECHNICAL COLLEGE SYSTEM OF GEORGIA



Gregory C. Dozier, Commissioner

3/29/2023
Date