

COLLABORATIVE TRAINING AGREEMENT between the

COLLEGE OF SOUTHERN MARYLAND and

SEAFARERS HARRY LUNDEBERG SCHOOL OF SEAMANSHIP

This Collaborative Training Agreement (hereinafter referred to as the "Agreement") is entered into on this 5th day of June, 2017, by and between the College of Southern Maryland (hereinafter referred to as "CSM"), 8730 Mitchell Road, P.O. Box 910, La Plata, MD 20646-0910 and the Seafarers Harry Lundeberg School of Seamanship (hereinafter referred to as SHLSS) affiliated with the Seafarers International Union of North America, Atlantic, Gulf, Lakes and Inland Waters, AFL-CIO (hereinafter "SIU"), 45353 St. George's Avenue, P.O. Box 75, Piney Point, MD 20674.

WITNESSETH:

WHEREAS, CSM has provided academic and career degree programs and related services to Southern Maryland;

WHEREAS, SHLSS is a vocational school dedicated to preparing students for successful careers as U.S. merchant mariners;

WHEREAS, CSM and SHLSS have determined that it is in the best interest of both Parties to work together to develop an Associate of Applied Science in Maritime Operations Technology degree;

NOW, THEREFORE, in consideration of the mutual promises and conditions herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Through this Agreement, the Parties agree to work together to develop and administer an Associate of Applied Science in Maritime Operations Technology (MOT) degree. Specifically, the Parties will jointly review training curricula, seek regulatory approval of the Associate of Applied Science in Maritime Operations Technology degree, register students and deliver classroom instruction for the courses associated with the degree program. The Parties will initiate and foster an effective, mutually beneficial, collaborative relationship hereinafter set forth.

L MUTUAL INTEREST OF THE PARTIES

Both CSM and SHLSS have a mutual interest in recruiting and training individuals interested in pursuing careers at sea. Together, the Parties will collaborate to ensure the effectiveness of this degree program, to offer college and industry credentials to mariners whose schedules do not allow them to take courses during a normal college semester schedule.

II. SEAFARERS ADVISORY COMMITTEE

In furtherance of this Agreement, the Parties agree to immediately establish a program advisory committee (hereinafter referred to as the "Seafarers Advisory Committee"). The Seafarers Advisory Committee shall consist of 6 members, with each Party designating 3 representatives. The purpose of the Seafarers Advisory Committee will be to oversee the joint development and execution of the Seafarers MOT degree program. The Parties recognize that, periodically, adjustments to this collaborative agreement, consistent with their mutual interests, may be appropriate. Accordingly, the Parties agree that the Seafarers Advisory Committee shall meet on a regular basis, and as circumstances warrant, but no less than twice annually, and that at least two representatives from each Party will attend the meetings in person or participate by conference call.

III. RESPONSIBILITIES OF THE PARTIES

A. General

The Parties will work collaboratively to initiate and foster an effective and collaborative strategic partnership to develop and administer the Associate of Applied Science in Maritime Operations Technology degree. This program will provide individuals who have completed vocational training in Nautical Science or Marine Engineering at the SHLSS to finish their education through CSM and earn an associate's degree. The Seafarers Advisory Committee is responsible for overseeing the joint development and execution of the Seafarers MOT degree program, and developing and seeking appropriate approvals for the curriculum with Maryland Higher Education Commission (MHEC):

Student and course records will be maintained by the CSM. Due to the Family
Education Rights and Privacy Act, this information cannot be released to anyone
except the student. CSM will not release records to SHLSS without a written
student waiver. If SHLSS would like the records, they must request it from the
student directly.

Together, the Parties agree as follows:

B. College of Southern Maryland

 CSM will develop and submit an Associate of Applied Science in Maritime Operations Technology degree to MHEC for review and state approval. CSM

- shall be solely responsible for this approval process as well as any required regular and/or ongoing MHEC reporting requirements.
- Division of Academic Affairs will provide a CSM instructor to teach courses.
 CSM will assess the credentials of all faculty teaching in this program to confirm that they meet the criteria needed for teaching the courses and their credentials meet college standards.
- 3. Process registration for SHLSS students at CSM for each course so that the courses appear on a CSM transcript.
- 4. CSM will provide training to an identified SHLSS staff member on how to proctor the CSM Placement Test and provide post-test assessment.

C. Seafarers Harry Lundeberg School of Seamanship

- SHLSS will provide CSM with a detailed program description, objectives curriculum, and course material for the SHLSS vocational training for CSM review and concurrence. SHLSS will provide CSM any curriculum changes for SHLSS courses included in the partnership.
- 2. SHLSS will designate an SHLSS training staff member to be trained by CSM staff on how to administer the CSM Placement Test.
- 3. Request each cohort class and contract training agreement 2 months before the start of class to provide ample time to coordinate instruction.
- 4. SHLSS will have all participants complete a CSM application (if new student) and provide CSM sufficient information to register each student no later than 3 weeks before the start of the cohort class(es).
- 5. Inform all administrative personnel at their site of this partnership.
- 6. Schedule rooms and/or necessary equipment.
- 7. Market courses/programs in their respective publications.
- 8. SHLSS will determine if the course has sufficient enrollment or if the class should be cancelled. SHLSS must notify CSM of cancellation 10 business days before the start of classes.

IV. INDEMNIFICATION

Within the limits of their own comprehensive liability insurance coverage and subject to the Maryland Local Government Tort Claims Act, each Party agrees to indemnify and hold harmless the other, their directors, agents and employees from any and all liability, damage, expense, cause of action, suits, claims, or judgments arising from injury to person or personal property or otherwise which arises out of the act, failure to act, or negligence of either Party in connection with or arising out of the activity which is the subject of this Agreement.

V. COST/COMPENSATION

As tuition and fees change, cost and compensation will be outlined with each contract training agreement. SHLSS will be responsible for all tuition and fees, textbook costs and administrative contract fees associated with the execution of the contract. Each class will be charged for a minimum of 8 students and can have no more than 30 students.

VI. POINT OF CONTACT

The CSM Contract Manager will be Kelly Winters. Her contact information is as follows:

College of Southern Maryland Attention: Kelly Winters 8730 Mitchell Road P. O. Box 910 La Plata, MD 20646 Phone: 301-934-7651

E-mail: kwinters@csmd.edu

The SHLSS Contract Manager will be Dale Rausch.
His contact information is as follows:

Seafarers Harry Lundeberg School of Seamanship Attention: Dale Rausch

Attention: Dale Rausch 45353 St. George's Avenue

P.O. Box 75

Piney Point, MD 20674

Phone: 301-994-0010 ext. 5411 E-mail: drausch@seafarers.org

Fax: 301-994-2182

The CSM Program Manager is Robert Farinelli, Associate Vice President of Academic Affair. He can be reached at 301-934-7566 or <u>rfarinelli@csmd.edu</u>.

VII. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This Agreement shall be effective upon signature by both Parties and will remain effective until terminated by either Party. Either Party may withdraw at any time upon 90 days' notice, in writing, to the other signatories to the name and address indicated above. The Agreement may be amended at any time by mutual agreement of the Parties.

VIII. ENDORSEMENT

These signatures indicate acceptance of this partnership.	
Daniel Mosser, CSM Vice President, CEWD	6-5-17 Date
Dr. Bradley Gottfried, CSM President	6-5-17 Date
Margaret R. Bowen Margaret R. Bowen, Administrator	6/5/2017 Date
Thomas Orzechowski Jr., Vice-President	6/5/1>