

Illinois Community College Board

**MEMORANDUM OF UNDERSTANDING BETWEEN
TRITON COLLEGE
AND
THE ILLINOIS BROTHERHOOD OF ELECTRICAL WORKERS
RENEWABLE ENERGY FUND, INC.**

The Illinois Community College Board is requested to approve the Memorandum of Understanding (MOU) between Triton College and the Illinois Brotherhood of Electrical Workers (IBEW) Renewable Energy Fund, Inc. (REF).

The participating parties desire to enter into this MOU for the expressed purpose of utilizing Triton College's on campus facilities for all aspects of the Renewable Energy certificate. The agreement also proposes an applied science degree program, which, when submitted, will go through the regular new unit approval process. Students participating in this program will register at the college, pay all respective tuition and fees, and receive college credit for successful program completion. The program shall be taught by qualified staff, which may include those recommended from the REF. The REF will donate equipment for the program. The agreement will enable up to 30 low-income or minority or economically disadvantaged Triton College student to earn the certificate and up to 15 students to complete a degree with significant financial support. This agreement is in effect from upon signing through the 2021-2022 academic year, at which time it will be reviewed for termination or continuation.

RECOMMENDED ACTION:

It is recommended that the following motion be adopted:

The Illinois Community College Board hereby approves the MOU between Triton College and The Illinois Brotherhood of Electrical Workers (IBEW) Renewable Energy Fund, Inc., which thereby allows the Renewable Energy Program to be taught at Triton College.

TRITON COLLEGE, District 504
Board of Trustees

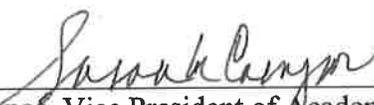
Meeting of December 17, 2019

ACTION EXHIBIT NO. 16391

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE
ILLINOIS BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)
RENEWABLE ENERGY FUND, INC.

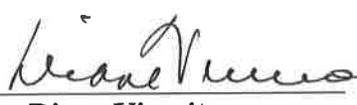
RECOMMENDATION: That the Board of Trustees approve the Memorandum of Understanding (MOU) between Triton College and the IBEW Renewable Energy Fund, Inc. (REF). Triton College commits to offering the Renewable Energy certificate and degree from Fall 2020 through Spring 2022 and Triton agrees to share its curricula with other community colleges working with the REF. REF will provide 15 scholarships of up to \$3,810 per person for FY21 and 30 scholarships for FY22. REF will donate equipment as outlined in the attached MOU for hands-on training. This Agreement will become effective when signed by both parties and run for two academic years from 2020-2021 to 2021-2022, after which time it will be reviewed. Either party may suspend participation at any time by providing written notice to the other party. Any student enrolled at that time shall be permitted to complete the current semester under the terms of the MOU.

RATIONALE: This MOU will enable up to 30 low-income or minority or economically disadvantaged Triton College students to earn the Renewable Energy Certificate and for up to 15 students to complete the Renewable Energy degree with significant financial support.

Submitted to Board by: 
Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:


Mark R. Stephens
Chairman

 12-17-19
Diane Viverito
Secretary

Date

Related forms requiring signature: Yes X _{1/8} No _____

**Memorandum of Understanding between
Illinois IBEW Renewable Energy Fund Inc. and Triton College**

This Memorandum of Understanding (Memorandum or MOU) sets forth the terms and understandings and provides a framework for potential future transaction by and between Illinois Community College District 504, commonly known as Triton College (hereinafter "Triton") and Illinois IBEW Renewable Energy Fund Inc. (hereinafter "REF") for the purpose of providing solar training services under the Solar Craft Apprenticeship Program established pursuant to the Illinois Public Utilities Act (220 ILCS 5/16-108.12). This Memorandum supersedes any previous Memorandums.

Initial duration: Two (2) Academic years. Year One (1) is the academic year commencing August 2020. Year Two (2) is the academic year commencing August 2021.

A. Background

Commonwealth Edison (ComEd), pursuant to the Illinois Public Utilities Act (220 ILCS 5/16-108.12), is required to fund certain utility job training programs, including a Solar Training Pipeline Program, a Solar Craft Apprenticeship Program, and a Multi-Cultural Jobs Program.

ComEd has proposed, and the Illinois Commerce Commission has approved, that the Solar Craft Apprenticeship Program be implemented in coordination with IBEW Local 134 (hereinafter "Local 134"). Local 134 has been awarded this funding, which has been assigned to REF, an Illinois nonprofit corporation established as a tax-exempt educational organization under Section 501(c)(3) of the Internal Revenue Code.

B. Purpose

The purpose of this Memorandum is to set forth the terms and understandings between Triton and REF and to provide a nonbinding framework for potential future transactions between Triton and REF.

C. Obligations of Triton

1. Triton will offer college level courses and a Renewable Energy Certificate (Certificate) beginning August 2020 and a Renewable Energy AAS Degree (Degree) beginning August 2021. A tentative list of the courses for the Certificate and Degree are provided in Appendix A.
2. Triton will provide REF with copies of curriculum materials for the courses listed in Appendix A for use by REF with other Illinois community colleges, pursuant to the Solar Craft Apprenticeship Program noted above.
3. Triton will review IBEW Apprenticeship course work with REF and will consider whether IBEW Apprentices and/or Journeypersons may be able to receive credit towards a Renewable Energy Certificate and/or Renewable Energy AAS Degree for their IBEW Apprentice course work through the process of prior learning assessment.

4. Triton will employ appropriate instructors for the Certificate and Degree programs and will consider potential instructors identified by REF who have expertise in renewable energy. Triton shall maintain sole discretion in all matters of hiring and employment.
5. Triton will identify up to 15 REF Scholars for tuition assistance from REF and will use best efforts identify candidates who self-identify as being from diverse low-income, minority, or economically disadvantaged populations.
6. Triton will assist the prospective REF Scholars to apply for financial aid, which will be applied to tuition and fees as permitted by law and College policy. Grant aid obtained on behalf of the REF Scholars will reduce the amount of tuition assistance provided by REF.
7. Triton will provide REF with a statement showing the amount of grant aid that is received each semester by each REF Scholar, which will then be used to reduce the amount of tuition assistance that REF pays to Triton. Triton will be responsible for obtaining any necessary waivers from REF Scholars regarding the Family Educational Rights and Privacy Act (FERPA).
8. Triton will supply REF with demographic and other information required for the Future Energy Jobs Act (FEJA) reporting in the manner permitted by law, rule or regulation.
9. Triton understands that REF is making no representations regarding the job market or job availability for students completing the Certificate and/or Degree.

D. Obligations of REF

1. REF will identify potential instructors with renewable energy expertise for consideration by Triton. Such instructors shall be provided to Triton with no expectation of interview or employment.
2. REF has developed a renewable energy curriculum that will be available for use at Triton's discretion, to the extent such a curriculum meets the requirements of the Illinois Community College Board and the Higher Learning Commission.
3. The renewable energy curriculum prepares students to take the North American Board of Certified Energy Practitioners (NABCEP) PV Associate Exam and the NABCEP Technical Sales Professional Exam. REF will administer and pay for REF Scholars, who are enrolled at the end of the second semester of the Certificate program, to take the NABCEP PV Associate Exam. REF will provide information and pay for REF Scholars, who are enrolled at the end of the second semester of the Certificate program, to take the NABCEP Technical Sales Professional Exam, but will not administer the exam.
4. REF will donate the following equipment and supplies, which shall be deemed Triton property upon completion of the donation.
 - a. Solar curriculum and power points if needed.
 - b. Twenty (20) Photovoltaic Systems textbooks to be used as a library.
 - c. Fifteen (15) low voltage boards

- d. Ground mounted solar system and components for hands on training.
 5. REF will provide a maximum of \$3,810 in tuition assistance per academic year per REF Scholar up to 15 REF Scholars. One half of the \$3,810 tuition assistance will be paid towards the first semester and one half will be paid towards the second semester. The potential amount of tuition assistance will be reduced by any grant aid for which the candidates may otherwise qualify through the assistance programs administered by Triton.
 6. The tuition assistance will be paid by REF each semester directly to Triton on behalf of the REF Scholars upon receipt of statement from Triton showing the amount of grant aid that is received each semester by each REF Scholar. Triton will be responsible for obtaining any necessary waivers from REF Scholars regarding FERPA
 7. Beginning in Year Two (2), up to an additional 15 scholarships will be provided by REF to allow the first group to complete the Degree while a new cohort of up to 15 REF Scholars starts the Certificate program. Thus, REF will provide up to a maximum of 30 scholarships in Year Two (2).
 8. REF Scholars shall be identified by Triton, using legally permissible criteria determined by REF with a particular emphasis on those students who self-identify as diverse low-income, minority, or economically disadvantaged populations.
 9. REF will assist Triton in candidate recruitment at high schools identified by Triton in the geographic area serviced by Triton.
- E. Termination.** This MOU will be reviewed after the initial two (2) year period. Either party may suspend participation in this MOU at any time by providing written notice to the other party. Any students enrolled in the Certificate or Degree program at the time of termination shall be permitted to complete the then current semester under the terms and conditions stated herein.

Renewal of the MOU must be acknowledged in writing and signed by the authorized agents of Triton and REF.

F. General Provisions

REF agrees to hold harmless and indemnify Triton, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of REF, its officers, agents or employees, under this Agreement.

Triton agrees to hold harmless and indemnify REF, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against REF, its officers, agents, trustees or employees, including

reasonable attorneys' fees and expenses, arising out of the acts or omissions of Triton, its officers, agents or employees, under this Agreement.

Triton College, as an entity and on behalf of its employees, agents, and students, claims any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation.

Each party assumes full responsibility for the payment of all federal, state and local taxes incurred by the party as a result of this Memorandum.

This Memorandum is acknowledged by an authorized representative of each party in the representative's official capacity only and the representative shall have no personal liability under this Memorandum.

Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer, maintains a written sexual harassment policy, and a Drug Free Workplace in compliance with applicable law.

This Memorandum shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of this Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.

F. Notification

NOTICES TO REF SHALL BE SENT TO:

Illinois Renewable Energy Fund
2722 S. Martin Luther King Drive
Chicago, Illinois 60616
Attn: Harry Ohde
Executive Director

NOTICES TO TRITON COLLEGE SHALL BE SENT TO:

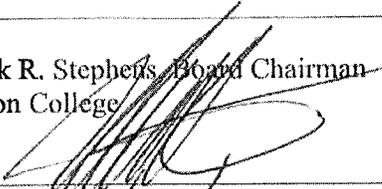
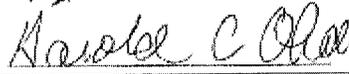
Triton College
2000 North Fifth Avenue, RM A309
River Grove, Illinois 60171
Attn: Dr. Susan Campos
Vice President of Academic Affairs

With a copy to:

Sarie Winner

Kusper & Raucci Chartered
30 North LaSalle Street
Suite 2121
Chicago, Illinois 60602

G. Acknowledgment

Mark R. Stephens, Board Chairman Triton College	Harry Ohde, Executive Director REF .
By 	By 
Date <u>12/17/19</u>	Date <u>1/10/2020</u>

Appendix A

Proposed New Program

Renewable Energy Technology, Certificate

30 Credit Hours

Semester One

ARC 102	OSHA 10-Hour Construction Training	1 credit
ENT 104 ◊	Electricity Basic Fundamentals	3 credits
HTH 281	First Aid/CPR	2 credits
MAT 122	Technical Math	3 credits
REN 100	Introduction to Renewable Energy	3 credits
REN 110 #	ARC Flash Prevention	1 credit
REN 120 #	Photovoltaic Design Fundamentals	3 credits
	Total Credit Hours:	16

Semester Two

ENT 202◊	Electricity Sustainability	4 credits
REN 130 #	National Electric Code and Grid Installation	4 credits
REN 200 #	Photovoltaic System Integrator	3 credits
REN 220 #	Wind Power Generation Design Fundamentals	3 credits
	Total Credit Hours:	14

Total credits required to graduate: 30

Proposed AAS Completion for IBEW REF

Renewable Energy Technology, AAS

Curriculum BIS.REN.AAS (C260A)

60 Credit Hours

The Renewable Energy Technology Associate in Applied Science degree emphasizes basic techniques and skills necessary for entry-level employment in the alternative energy industry. Students acquire proficiency in electricity and magnetism, controls, Photovoltaics (PV), wind, energy efficiency, effective communications and employment skills.

Program graduates may seek entry-level employment in companies, such as solar installation, wind, energy auditing and weatherization and may be employed as solar technicians, wind technicians, and energy auditors. Some may be entrepreneurial and may choose to start their own renewable energy companies. The Renewable Energy Technology curriculum is designed to meet the increasing demands for skilled renewable energy technicians in solar, wind, and energy efficiency. Course work emphasizes safety, electricity and magnetism, and controls, in addition to renewable energy technologies.

IBEW REF students will complete the Renewable Energy Technology Certificate (30 credit hours) and then complete the remaining 30 credit hours below to finish the AAS degree (60 credit hours total)

Semester Three

ARC 110	Materials and Methods of Sustainability	3 credits
BUS 141	Introduction to Business	3 credits
PHL 113	Environmental Ethics	3 credits
REN 210 #	Advanced Photovoltaic On/Off Grid Installation	3 credits
RHT 101 ◊ #	Freshman Rhetoric & Composition I	3 credits
	Total Credit Hours:	15

Semester Four

RHT 102 ◊ #	Freshman Rhetoric & Composition II	3 credits
REN 230 #	Wind Turbine Maintenance	3 credits
REN 240 #	Energy Auditing and Building Weatherization Fundamentals	3 credits
BUS 150	Principles of Management	3 credits
SPE 101 ◊ #	Principles of Effective Speaking	3 credits
	Total Credit Hours:	15

Total Credits Required for Graduation: 60