

Memorandum of Understanding

1. PARTIES: This Memorandum of Understanding (MOU) is entered into by and between the Heart of

America (HOA) chapter of the International Code Council, Inc. (ICC), the Missouri Kansas (MOKAN)

chapter of the International Association of Plumbing and Mechanical Officials, Inc. (IAPMO), the Kansas chapter of the Plumbing, Heating and Cooling Contractors (KPHCC) and Local 441 of the

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the

United States and Canada (UA).

2. PURPOSE AND SCOPE: The purpose of this MOU is to describe the parties' intentions regarding

a joint venture relating to the creation of a continuing education review and approval board. The parties intend to explore a joint venture that would allow them to work cooperatively to provide a centralized mechanism for the review and approval of continuing education that could be recognized for the purpose of trade license renewal and contractor renewals, for master and journeyman plumbers and mechanics as required by Kansas State Statutes 12-1509 and 12-1542.

3. LEGAL EFFECT: This document expresses the intention of the parties regarding joint approval of

continuing education courses. It does not create any legal obligation or responsibility by or on behalf

of any of the parties. None of the parties shall take institute or pursue any legal or other proceedings

to attempt to enforce any provision of this MOU.

4. STEERING PRINCIPLES: The parties intend, in order to promote the public interest, to work to

identify a system to allow them jointly to review and approve continuing education courses, to provide

a public calendar indicating when and where approved classes will be available, to provide a verifiable system of student attendance to document contact hours and to maintain records of those

individuals who successfully complete an education course approved by the parties. In developing

such a system, the parties agree that the following principles will be followed:

1. The parties agree to work cooperatively in good faith and to reach out to affected stakeholders, in a manner to be agreed upon by the parties, as discussions between the parties proceed.

2. The new system would create a review board for continuing education herein after known as the Kansas Mechanical Trades Review Board (KMTRB).

3. Each member party shall provide one voting member on the Board except that HOA shall have 2 (two) voting members.

4. KPHCC will voluntarily act as the clearinghouse for all administrative functions of the KMTRB, to accept applications for continuing education on behalf of the Board, to provide a public calendar on their web page of all approved courses, and to maintain records of all course attendees. KPHCC agrees to furnish these services as a public service at no charge to the KMTRB, notwithstanding that KPHCC may charge to those presenters wishing to have their continuing education reviewed and calendared whatever application fee they deem appropriate to cover their administrative costs to act as clearinghouse.

5. Approval of continuing education by the KMTRB shall be by simple majority.

6. Approval of any continuing education course will be based on a standard criteria-of-approval agreed upon by all parties.

5. **LIMIT OF AUTHORITY ACKNOWLEDGEMENT:** All parties acknowledge that any approval of

continuing education by the KMTRB is nonbinding on any Kansas jurisdiction for the purpose of license renewal, and further acknowledge that HOA's participation in the MOU is in no way binding on

any individual HOA member or their employer nor on any HOA/KMTRB voting member or their employer.

6. **STAFF SUPPORT FOR ACTIVITIES:** The parties intend that each would provide the necessary number of qualified and competent volunteers and staff required to support the activities described in this MOU.

7. **TRAVEL EXPENSE REIMBURSEMENT:** The parties intend that each organization would be responsible for the meeting and travel expenses incurred by its staff and volunteers (in accordance with their respective rules) that are incurred as a result of code development and maintenance activities related to the codes referenced in this MOU.

8. **TERM:** This MOU shall take effect immediately upon ratification by the HOA Board of Directors, the

MOKAN Board of Directors, the KPHCC Executive Board of Directors and the Executive Officers of UA Local 441. It shall remain in effect until and unless terminated as provided herein, or until it is superseded by subsequent agreement of the parties.

9. **TERMINATION:** This MOU may be terminated by any party upon 30 days written notice. Such notice shall indicate the reasons for requesting such termination.

AGREED TO BY:

THE BOARD OF HEART OF AMERICA CHAPTER OF THE INTERNATIONAL CODE COUNCIL
(President)

Oate: __

THE BOARD OF THE MOKAN CHAPTER OF THE INTERNATIONAL ASSOCIATION OF
PLUMBING AND MECHANICAL OFFICIALS

(President)

Oate: __

THE EXECUTIVE BOARD OF THE KANSAS PLUMBING HEATING AND COOLING
CONTRACTORS

(President)

Oate: __

THE BOARD OF UA LOCAL 441

(President)

Oate: __