

Oklahoma Department of Labor



Leslie Osborn
COMMISSIONER OF LABOR

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (Agreement) is entered into this 1st day of July 2024 by the Oklahoma Department of Labor (ODOL) and the **Oklahoma City Community College**.

Scope of the Agreement: **Oklahoma City Community College** will work with the ODOL to administer the licensure examinations for the Alternative Fuels industry. **Oklahoma City Community College** will have rights to deliver/administer licensure examinations for this industry.

The ODOL agrees to:

- Monitor testing activities as needed to ensure compliance this Agreement.

The Oklahoma City Community College agrees to:

- Maintain test items in accordance with approved exam standards.
- Notify Alternative Fuel licensure candidate (candidate) of exam results within 3 day(s) of administering exam.
- Provide candidate with a "Certificate of Completion" upon passing approved ODOL licensure examination.
- Maintain a registry for licensed examinees and issue documents to qualified candidates.
- Provide an Annual report of all exam activities to the ODOL This report shall include the following: Number of Administrations, Candidates Passing, and Average Score.
- Monitor testing activities to ensure compliance with ODOL standards.
- Provide resources necessary for test administration, including but not limited to registration of candidates and protecting examination security.
- Score individual Alternative Fuel Technicians, Compressor Level I and Compressor Level II exams and provide results to candidate only, ensuring confidentiality of results.
- Provide ODOL with a list of scheduled examination dates, and publish such list for the public.
- Submit any requested information by the ODOL as it pertains to the administration of the exams.
- Not discriminate in permitting licensure candidates to take exam. A candidate who has previously cheated, is caught cheating, is disruptive, or is a distraction or nuisance to others may be kept from examining at your site(s).

Both Parties agree:

- To provide support to the program.
- Any intellectual property either Party may independently author or create in connection or use with the testing program, including copyrights, service marks, and trademarks owned or licensed, in part or full, by either Party, shall be and remain the sole and exclusive property of such fairly.
- The ODOL may make changes to this Agreement with advance written notice; Oklahoma City Community College may make changes to this Agreement only if presented in advance and upon approval by the ODOL.
- This Agreement is the totality of the understanding between the Parties.

1. Timeline of Agreement: This Agreement is effective as of July 1, 2023 through June 30, 2024. Thereafter, the Agreement can be renewed on an annual basis with the submission of an Examination Entity Renewal Application. The ODOL may immediately terminate this Agreement upon a showing that **Oklahoma City Community College** is not compliant with the requirements herein, or for other good cause. **Oklahoma City Community College** may terminate this Agreement by providing the ODOL with a 45 days' advance, written notice.

2. Contact Personnel: Bernita Hart

a. ODOL Liaison: Licensing Director, BernitaHart@labor.ok.gov, (405)521-6467.

b. Oklahoma City Community College: John Claybon, Dean, Division of Business and Information Technology
(405) 682-7855 or (405) 682-7888

3. Audit Clause: In accepting this Agreement with the ODOL, **Oklahoma City Community College** understands the ODOL will make unannounced audits of **Oklahoma City Community College** examination process, site, and methodology.

4. Signatures:

The Parties hereto have duly executed this Agreement on the date stated supra.

OKLAHOMA DEPARTMENT OF LABOR

Name: Bernita Hart

Signature: 

Title: Licensing Director

Date: 16 May 2024

OKLAHOMA CITY COMMUNITY COLLEGE

Name: John Claybon

Signature: 

Title: Dean, Division of Business and Information Technology

Date: 05/16/2024