MEMORANDUM OF UNDERSTANDING
FOR THE COMMUNIVERSITY AT JAMESTOWN COMMUNITY COLLEGE

BY AND BETWEEN
JAMESTOWN COMMUNITY COLLEGE
AND
EDINBORO UNIVERSITY OF PENNSYLVANIA

I. INTRODUCTION AND MISSION

This Memorandum of Understanding (MOU) has been prepared to state the core agreement and understanding among the educational institutions participating in the Communiversity at Jamestown Community College (herein referred to as “the Communiversity”), located at 525 Falconer Street, Jamestown, New York (Federal ID #16-6002650) and is intended to be effective August 30, 2010.

The organizing principle guiding the development of the Communiversity has been one of collaboration of programs, people, and resources to create new higher education opportunities. The Communiversity’s mission is to provide the residents of the Chautauqua/Cattaraugus region convenient access to quality associate, baccalaureate, and master degree programs, and professional development programs to meet local needs.

Jamestown Community College (JCC) is the host institution of the Communiversity, and also a collaborative institution. The other Communiversity collaborative institutions, as of August 30, 2010 are:

- Alfred State College
- Edinboro University
- Empire State
- Houghton College
- Medaille College

Within this Memorandum of Understanding, the term “host institution” is used exclusively to describe JCC. The term “home institution” is used to describe a collaborative institution providing an upper-division degree completion opportunity within the Communiversity. “Collaborative institution” refers to each college or university offering a degree or certificate through the Communiversity.

The collaborative institutions agree to at least a two-year commitment to participate in the Communiversity.
As the host institution, JCC may invite additional collaborative institutions to join the Communiversity, as it evolves, after consulting with the Communiversity Council regarding competition, program fit, and the contribution the new collaborative institution(s) can make toward the overall mission of the Communiversity. JCC will make decisions in its sole discretion that affect the operation of the programs covered by this agreement after obtaining input obtained from all collaborative institutions through the Communiversity Council, as described herein.

Decisions about the individual collaborative institution’s programs will be made collaboratively by JCC and that collaborative institution. For each course within the programs, there should be a predetermined number of students for the class to be convened. Should the class not be convened, the collaborative institution will offer an option to the enrolled students, e.g. participation in a comparable course convened by another collaborative institution, independent study, distance learning, traveling to the collaborative institution’s campus.

Following a two-year period of program implementation, accompanied with the requisite marketing, should a program remain under-enrolled, as defined by the Communiversity, the collaborative institution may cancel the program by providing written notification of cancellation to JCC six months prior to the beginning of the next academic year. The collaborative institution must similarly inform all currently enrolled students and offer to those in good academic standing the means to complete the degree requirement.

II. GOVERNANCE AND MANAGEMENT

Governance

There will be no separate or additional governing board for the Communiversity. All matters related to this agreement are subject to review and/or approval by the governing board of JCC and/or of each collaborative institution, to the extent such review and/or approval is required by law, regulation, or by the respective policies of each collaborative institution’s governing board.

The Communiversity Council

This MOU establishes the Communiversity Council as a representative body to facilitate communication among the collaborative institutions on matters relating to the operation of the Communiversity. Neither the Communiversity Council nor any of its committees or task forces shall have the authority of a governing board for the Communiversity nor the authority to obviate the independent review and/or approval required by the New York State Department of Education, JCC, or the collaborative institutions. The chief executive officer of each collaborative institution will appoint a council member who will serve a two-year term and will represent the views of the partner on Communiversity matters. JCC will convene and facilitate the council and, in conjunction with the partners, establish by-laws for the operation of the council. In addition, each collaborative institution will designate a lead contact within the institution.

Management of the Communiversity

JCC is the owner/manager of the Communiversity at Jamestown Community College. JCC’s executive director of marketing and academic initiatives, reporting to the vice president/dean of
academic affairs, will have administrative oversight for the Communiversity. JCC reserves the right to engage additional Communiversity personnel as appropriate.

III. ACADEMIC PROGRAMS

JCC organized the Communiversity, in cooperation with the collaborative institutions, to deliver associate, baccalaureate, and master’s degree programs, and professional development programs to meet local needs. JCC is responsible for the selection of the degree programs offered at the Communiversity, based upon documented community and labor market needs.

Any collaborative institution may recommend a program be added to the programs offered at the Communiversity by submitting a new program proposal to JCC. All academic programs offered through this Collaborative institution agreement will meet the regular academic standards and requirements of the sponsoring degree-granting unit. For those programs jointly developed, the academic requirements and standards will be formally approved by each participating institution.

The baccalaureate-degree granting collaborative institutions agree to offer all the required junior- and senior-level courses for the baccalaureate degree programs they offer at the Communiversity in a timely manner such that a full-time student who has earned an associate degree at JCC following the standard transfer curriculum may earn a baccalaureate degree in that program in a two- to four-year period. Collaborative institutions are encouraged to use various modalities in the delivery of their programs, including distance learning, interactive television (ITV), intensive course scheduling, and weekend programs.

Each collaborative institution granted authority to offer a specific degree at the Communiversity is designated as the “home” institution for that degree and is responsible for the admission process, the degree plans, the conferring of such degrees, and the maintenance of all of its own official records. This does not preclude agreements between JCC and the collaborative institutions to utilize mutually beneficial services related to the above.

JCC will be the primary provider of undergraduate coursework that articulates with the collaborative institution’s degree programs. JCC, to the best of its ability, will provide articulated freshman- and sophomore-level courses for each of the baccalaureate degrees offered at the Communiversity.

Articulation Agreements
The collaborative institution responsible for offering a baccalaureate program at the Communiversity will work cooperatively with JCC to develop articulation agreements for that program. Such articulation agreements will identify the JCC courses that the collaborative institution will accept as equivalent to the lower-level required and elective courses for that specific baccalaureate degree. The articulation agreements will also state the requirements for admission to the baccalaureate program. Degree plans will be developed from these agreements and made available to students. The Communiversity model should aspire to include 75 or more JCC transfer credits in each bachelor’s degree offering.

Faculty
Faculty teaching courses at the Communiversity will be employed by the collaborative institution responsible for providing the course and will be appointed, assigned duties, paid, and evaluated in
accordance with the policies and contracts in effect at that institution. The collaborative institution will provide qualified faculty to teach all courses, including faculty associated with the collaborative institution, on a full-time as well as adjunct basis. As appropriate, the collaborative institution is encouraged to engage qualified JCC faculty and professional staff in joint curricular ventures and in the delivery of courses.

Academic Services and the Library

The baccalaureate/graduate-degree granting collaborative institution will provide all essential academic services at the Communiversity through local and/or remote modalities and will coordinate these services with the Communiversity staff. The collaborative institution will provide its students at the Communiversity with access to the institution’s library via computer technology and other means and will assist in providing essential books and instructional materials on-site at the Communiversity.

Enrollment Reporting and Evaluation

All collaborative institutions will be expected to assist, as needed, in any review discussions or evaluations of the Communiversity, including reporting enrollment data on a regular basis.

Non-Credit and Professional Development

As the lead provider of non-credit education and training in the Chautauqua/Cattaraugus region, JCC will foster collaborative arrangements, whenever possible, with and among the Communiversity collaborative institutions to expand lifelong learning and customized training opportunities for local employers, organizations, and the general community. Collaborative institutions will notify JCC in writing before offering non-credit education and training programs to the general community and for the employers in the Chautauqua/Cattaraugus region. These programs will not be redundant to those currently offered by JCC. For programs not currently offered by JCC, the collaborating institution will offer JCC the opportunity to collaborate on the program.

IV. STUDENT SERVICES

The goal of the Communiversity is, through the use of technology, to provide time- and space-independent student services for access to processes such as admission, registration, and financial aid. Each collaborative institution will provide a full complement of student services, delivered through the most effective means available at the time.

Admissions

Each baccalaureate/graduate-degree granting collaborative institution is responsible for providing on-site and/or remote admissions services for students at the Communiversity and for evaluating the application of students applying for admission to approved programs offered by that collaborative institution.
Each collaborative institution responsible for offering a specific degree at the Communiversity is designated as the “home” institution for that degree. Each collaborative institution responsible for providing support courses for a degree as defined in the articulation agreement between those collaborative institutions is designated as the “support” institution for the home institution’s degree.

When a collaborative institution approves a student for admission to a program at the Communiversity, that institution becomes that student’s home institution. The support institution will allow students to enroll in the support courses it offers for that specific degree as defined in the articulation agreements between the home and support institutions. For financial aid purposes, that student will be classified as a “visiting or non-matriculated student” at the support institution. Each baccalaureate-degree granting collaborative institution will give appropriate priority admission to JCC graduates of articulated programs offered at the Communiversity.

Registration

Each collaborative institution is responsible for providing on-site and/or remote registration services to its students at the Communiversity. The Communiversity will provide services to facilitate the registration of students for the Collaborative institutions, such as Open Houses and on-site registration activities. Students may also register at the main campus of each of the collaborative institutions for courses offered at the Communiversity by that institution.

Each collaborative institution is responsible for:

- maintaining all of its own official records
- billing and collecting its own tuition and fees. Financial aid will be awarded by the home school only with credits that may be included when determining cost of attendance budgets and taken within the Communiversity

Academic Advisement

Degree plans will be developed for each program offered at the Communiversity based upon dual-admission agreements and/or the articulation agreements between and among JCC and the other Communiversity collaborative institutions. The collaborative institutions will be responsible for providing academic advisement to the students admitted to their degree programs. Non-matriculated students will be subject to the rules and regulations of the collaborative institution in which they enroll. Communiversity personnel will provide basic academic program information, make degree plans available to students, and coordinate the use of shared advising space by the collaborative institutions for on-site advising sessions.

Financial Aid

All financial aid for which a student is eligible shall be administered by the home institution in accordance with the Communiversity agreement, respective institutional procedures, and compliance with applicable laws and regulations. Each home institution will monitor student eligibility and disbursement of financial aid and refunds where appropriate, as well as academic progress of students to determine ongoing eligibility for financial aid. This Communiversity agreement will facilitate the transfer of information between each institutions aid office which pertains to the earning of sufficient credits, via concurrent enrollment, to demonstrate academic progress and establish cost of attendance. The home institution shall be ultimately responsible for
the awarding of eligible aid and no student enrolled concurrently for credit courses in both institutions may receive financial assistance from the home and collaborative institution during the same academic semester.

**Students with Disabilities**

Each collaborative institution asserts that it has adopted appropriate policies and procedures under the Americans with Disabilities Act (ADA) and section 504 of the Rehabilitation Act. Nothing in this MOU shall be interpreted to change each collaborative institution's continuing responsibility:

- to investigate and respond to requests for reasonable accommodation made by students enrolled in its classes and/or faculty and employees it assigns to the Communiversity;
- to utilize its own policies, procedures and processes to evaluate requests for accommodations, including all requests for accommodations to admissions standards or processes, academic programs, or specific classroom requirements; and
- to respond to complaints brought by a collaborative institution's students, faculty, or employees pursuant to either Section 504 or the ADA.

It is the responsibility of each collaborative institution to provide to the Communiversity the name, campus address, telephone number, and e-mail address of a person employed by the collaborative institution to be responsible for handling the institution's student and/or employee disability issues.

**Student Conduct and Discipline**

Each collaborative institution will be responsible for student conduct and discipline matters relating to its academic operations, including grade appeals, allegations of cheating, plagiarism, or classroom rules. In all such matters, the policies and procedures governing student academic concerns of the collaborative institution in which the student is enrolled shall control.

Each collaborative institution also will be responsible for addressing nonacademic student misconduct and discipline matters, including conduct that may violate criminal law or disrupt the facility or programs of other collaborative institutions. In all such nonacademic student misconduct or discipline matters, JCC shall immediately communicate any actions and incidents to the collaborative institution at which a student subject to disciplinary action is enrolled in order for that collaborative institution to be aware of the incident and, if appropriate, apply disciplinary action. In addition, students may be subject to appropriate sanctions in accordance with the policies of JCC.

V. **SHARED FEES AND SERVICES**

As the host institution, JCC will support the operation of the Communiversity by collecting Communiversity collaborative institution fees and Communiversity user fees from collaborative institutions. Designed to cover Communiversity marketing campaigns and other promotional expenses, the collaborative institution fee will be the same for all partner institutions including JCC. To establish baseline fees for the 2010-11 academic year, each collaborative institution will pay a fee of $2,500. Collaborative institution fees for subsequent years will be reviewed and revised, as appropriate, on an annual basis. JCC will prepare a general promotional plan and budget to be
reviewed by the Community Council prior to the start of each academic year.

The Communiversity user fee may vary between collaborative institutions and will include costs associated with:

- Use of general classrooms, seminar rooms and other space such as offices and all common spaces. It is expressly agreed and understood that the aforesaid cost is a fee assigned solely to represent recovery of normal operating expenses of the facility, including, but not limited to, custodial, utilities, security, maintenance, and repair.

- Maintenance of the technology to support the academic and administrative functions of the Communiversity.

JCC will pursue external funding to support the establishment of the Communiversity and will request the active support of the collaborative institutions in this pursuit. If sufficient external funds are secured, the Communiversity collaborative institution fee and/or user fees may be reduced.

JCC will serve as the owner/operator/landlord of the Communiversity and will have the sole responsibility for providing the basic support services such as custodial, utilities, security, maintenance, duplication equipment, telephone, the interactive educational telecommunications system to support distance learning, coordination of student support services, learning support services, and other instructional and support needs. JCC will be responsible for maintaining the telecommunications and networking systems necessary to support the on-site instructional program. All services to be provided by JCC will be at the same standard level as those services provided at other facilities of the college.

JCC is not responsible for equipping and maintaining any exclusive use facilities. The collaborative institution is responsible to identify to JCC its need for any exclusive use facilities. The collaborative institution offering the program will be responsible for the purchase of the instructional materials (including software) and for the purchase and maintenance of the equipment in any exclusive use facility, including video-conferencing related equipment at its home campus and any line costs for interconnection with the Communiversity.

Each collaborative institution will collect the tuition, fees, and state aid generated by enrollment in the courses it offers at the Communiversity. The collection of tuition and fees from students who attend more than one collaborative institution will be negotiated between the Collaborative institutions involved.

Costs for unique joint student services negotiated between JCC and the collaborative institution will be charged to the collaborative institution on a fee-for-service basis. An example of such a service is the delivery of services to students with disabilities by JCC to students in the collaborative institution’s program. Costs for other unique services, such as copying and duplicating services and materials and supplies, will be charged on a fee-for-service basis to each collaborative institution.

JCC will serve as the fiscal agent and provide financial reports to the collaborative institutions on an annual basis. It is expressly agreed that the budget for shared services and fees will be agreed upon in writing by JCC and each collaborative institution and that the agreement will be reviewed, revised, and renewed on an annual basis. JCC will invoice the collaborative institutions on an annual basis. Failure to pay JCC on a timely basis will be construed as a breach of contract and default under the terms of this MOU and may result in termination as a collaborative institution in the
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Communiversity.

VI. FACILITIES UTILIZATION PRIORITIES

JCC will allocate Communiversity space within its campuses and sites, with priority given to credit courses that support the degree programs offered by the collaborative institutions at the Communiversity.

VII. TERMINATION OF THE MOU

The collaborative institution agrees to at least a two-year commitment to participate in the Communiversity and acknowledges JCC’s substantial investment in the provision of the facility and shared staffing for the Communiversity. While the specifics regarding programs and participation may be revised, the collaborative institutions intend for this collaborative institution agreement to provide a stable and reliable educational opportunity to the residents of Chautauqua/Cattaraugus region.

If, due to extenuating or emergency circumstances, any collaborative institution seeks to terminate its participation in the Communiversity, the collaborative institution shall deliver written notice to JCC by a date not less than six months prior to the date of the proposed termination. Prior to the written notification of intent to terminate participation in the Communiversity, the collaborative institution must prepare and deliver to JCC a written plan to ensure that each student enrolled in its programs will be given the opportunity to complete his or her program at the Communiversity. It is also agreed that the Communiversity collaborative institution agreement and user fees for the collaborative institution terminating the agreement shall be paid for the full fiscal year regardless of notification of intent to terminate, unless a different amount is negotiated with JCC.

The termination or withdrawal of any individual collaborative institution will not terminate this agreement as to the other collaborative institutions, nor will it result in a recalculation of the collaborative institution user fees for the remaining collaborative institutions during the fiscal year of the withdrawal. JCC may terminate this agreement on written notice not less than six months prior to the date of the proposed termination.

VIII. TERMS OF AGREEMENT

This agreement shall be effective after full execution by all parties, and shall continue in full force for the duration of the collaborative agreement unless terminated by mutual consent of the partners.

General Provisions

1. This MOU shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable in whole or in part, by any collaborative institution without first obtaining written consent from JCC.

Each collaborative institution asserts that it has adopted and will communicate to faculty and students appropriate policies and procedures regarding non-discrimination and harassment. Each
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Collaborative institution asserts its responsibility to provide a learning and working environment free from unlawful discrimination. All forms of unlawful discrimination based upon color, sex, sexual orientation, race, creed, national origin, age, marital status, veteran status, or disability are prohibited. All complaints involving discrimination and harassment will be communicated to JCC immediately and will be addressed expeditiously by the collaborative institution involved. At the conclusion of an investigation/action taken, the collaborative institution will communicate resolution of the matter with the JCC. It is the responsibility of each collaborative institution to provide to the JCC the name, campus address, telephone number, and e-mail address of the person employed by the collaborative institution to be responsible for handling the institution's student and employee discrimination issues.

2. JCC shall maintain the proper general liability coverage to cover its interest in the Communiversity. JCC shall also maintain property coverage to cover the buildings and any adjacent structures used to operate the Communiversity.

Each collaborative institution will be responsible for the negligent conduct of its agents and employees for injuries caused by said conduct. Workers’ Compensation Insurance Coverage for employees of each collaborative institution will be provided by each collaborative institution.

3. Edinboro University of Pennsylvania is a part of the Pennsylvania State System of Higher Education, a body corporate and politic consisting of a public corporation and government entity. As such, it lacks the statutory authority to purchase insurance and it does not possess insurance documentation per se (i.e., certificates of insurance). Instead, it participates in the Commonwealth’s Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. The program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University’s performance under this Agreement, subject to the provisions of the Torts Claims Act, 42 Pa. C.S.A. §§8521, et seq. The Commonwealth’s self-insurance program is outlined in Governor’s Office Management Directive 630.2, as amended. A copy of that Management Directive will be provided on request.

4. Nothing contained in this MOU shall make any employee of JCC an employee of the collaborative institution nor make any employee of the collaborative institution an employee of JCC. All employees of JCC providing services to the collaborative institution shall be solely subject to JCC’s policies and procedures.

Neither the contractor nor the university assumes any liabilities to each other. As to liability to each other or death to persons, or damages to property, the university and the contractor do not waive any defenses as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth’s rights, claims, or defenses which arise as a matter of law pursuant of any provisions of this contract.

JCC, in conjunction with the Communiversity Council, will be responsible for identification of additional general provisions if needed. Any amendments or additions to this MOU shall be in writing and approved in the same manner used to approve this MOU, consistent with the policies and procedures of JCC and the collaborative institution.
IN WITNESS WHEREOF, the parties have caused this MOU to be signed by its duly authorized officer, to become effective as August 30, 2010 regardless of the date of execution.

Jamestown Community College:

[Signature]
President Gregory T. DeCinque
Date
Aug 30, 2010

Edinboro University of Pennsylvania:

[Signature]
President Jeremy D. Brown
Date
50 Aug 2010

[Signature]
University Legal Counsel

[Signature]
Office of Attorney General
Commonwealth of Pennsylvania

EFFECTIVE DATE

SEP 1 & 2010

OF CONTRACT