Western Interstate Commission for Higher Education Internet Course Exchange

MEMORANDUM OF UNDERSTANDING

Whereas,

The Western Interstate Commission for Higher Education’s Internet Course Exchange (WICHE ICE) offers consortia a web-based platform with a common set of policies, procedures, and a selection of support services for sharing distance-delivered courses among regionally accredited member institutions;

WICHE ICE enables each consortium to broaden the mix of distance-delivered courses that are available to its members’ students by leveraging the resources of its consortia clients to provide a robust and economic infrastructure that can be customized to meet a consortium’s specific goals;

WICHE ICE and its clients are governed by the WICHE ICE Operations Manual;

WICHE staff and its consultants provide oversight and support services for WICHE ICE clients and their member institutions’ appointed representatives;

Funding to support common use of the WICHE ICE platform is derived from clients in the form of annual dues and administrative fees based on enrollments as well as from grants, contracts, and donations, or some combination thereof;

Each WICHE ICE client bears its own costs for any custom activity, project, or program undertaken by its members through WICHE ICE that is not available to all clients and/or all member institutions.

Each client's members are responsible for the inter-institutional seats, courses and programs that they share via WICHE ICE and agree to:

A. Adhere to the guiding principles of WICHE ICE.
B. Assume responsibility for the quality of design and delivery of shared courses and programs.
C. Abide by accreditation standards and best practices for distance education including teach out clauses.
D. Inform and obtain appropriate approvals from institutional, system, and consortium governing board members.
E. Establish appropriate local controls, promote exchanged seats, courses and programs, and coordinate with WICHE ICE staff and other members of the consortium, by:
   1. Establishing and publishing local policies and procedures for all entities and areas involved in WICHE ICE activities;
   2. Identifying knowledgeable staff at each participating institution in enrollment, IT, student services, administrative services, and academic services and other areas affected by course exchanges and ensure that they participate in appropriate training provided by the consortium and/or WICHE;
   3. Complying with FERPA by securing appropriate documentation from students for exchanging their personal data through the WICHE ICE platform;
F. Communicate information and coordinate activities among faculty and administrators and WICHE.
G. Pay administrative fees for enrollments within 30 days of receipt of WICHE invoices.
H. Appoint a staff person as its Member Lead Representative to serve as its primary contact with WICHE staff.
I. Appoint a staff person as its ICE Program Information Coordinator.
J. Participate in performance reporting to identify strategies and processes to improve their consortium’s and WICHE ICE operations.

The WICHE ICE platform and all its functionalities and associated materials are the property of the Western Interstate Commission for Higher Education. Student data is the property of the respective teaching and enrolling institutions and will only be used by them for the purposes of enrolling students in desired course(s) and associated services.

This agreement will be in effect for one year with the option for one year automatic renewals for up to five (5) years. Nonrenewal notice must be given in writing 90 days prior to the end of each academic year.

Clients agree that they will attempt to resolve all disputes arising out of or related to this Memorandum of Understanding by discussion and negotiations among senior administration representatives of each party. If the same is not successful, the applicable dispute shall be submitted to non-binding mediation, and all parties agree to exercise good faith efforts to resolve all such disputes in mediation.

Now, therefore, we AGREE to this Memorandum of Agreement as the authorized executive officer for

___________________________________________  headquarteredin the state of ________
Name of consortium

__________________________________________
Printed name and title of consortium’s chief executive officer

__________________________________________  ________________
Signature of consortium’s chief executive officer                                        Date
Title:
Mailing Address:
Phone:
Email Address:

ACCEPTANCE for the Western Interstate Commission for Higher Education

__________________________________________
Printed name and title of WICHE ICE Program Director

__________________________________________  ________________
Signature of WICHE ICE Program Director                                        Date
Mailing Address:
Phone:
Email Address:

This agreement should be submitted to:
WICHE Internet Course Exchange
WICHE
3035 Center Green Drive, Suite 200
Boulder, CO 80301