

Western Interstate Commission for Higher Education Online Course Exchange

MEMORANDUM OF UNDERSTANDING

Whereas,

The Western Interstate Commission for Higher Education's Online Course Exchange (WICHE OCE) 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 OCE 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 OCE and its clients are governed by the WICHE OCE Operations Manual;

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

Funding to support common use of the WICHE OCE 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 OCE client bears its own costs for any custom activity, project, or program undertaken by its members through WICHE OCE 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 OCE and agree to:

- A. Adhere to the guiding principles of WICHE OCE.
- 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 OCE staff and other members of the consortium, by:
 1. Establishing and publishing local policies and procedures for all entities and areas involved in WICHE OCE 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 OCE 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 OCE Program Information Coordinator.
- J. Participate in performance reporting to identify strategies and processes to improve their consortium's and WICHE OCE operations.

The WICHE OCE 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

_____ headquartered in 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 OCE Program Director

 Signature of WICHE OCE Program Director

 Date

Mailing Address:
Phone:
Email Address:

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