

**MEMORANDUM OF UNDERSTANDING
DEGREE PARTNERSHIP PROGRAM
LINN-BENTON COMMUNITY COLLEGE
WESTERN OREGON UNIVERSITY**

This Degree Partnership Program Memorandum of Understanding ("MOU" or "Agreement") is between Western Oregon University ("WOU" or "University") and Linn-Benton Community College ("LBCC"), hereinafter collectively known as the Parties or Institution. The Agreement is effective when executed by all Parties.

(1) PURPOSE AND GOALS

The Parties agree to provide access to a quality educational experience leading to the successful completion of an undergraduate education for students attending both Institutions. This Agreement provides the framework to better serve students while developing an agreement that benefits both Institutions. This Agreement will serve to create an institutionally sustainable and student-focused framework that can be expanded to meet future student and institutional needs.

More specifically, the goals of this Agreement are to:

- (a) Make it possible for students to be jointly admitted to and eligible to enroll concurrently at both Institutions.
- (b) Eliminate barriers for students in attaining their educational goals by creating a seamless educational experience for students.
- (c) Improve academic program articulation.
- (d) Improve student success and retention to degree completion.
- (e) Use resources at both Institutions more efficiently and effectively.
- (f) Expand student options for college services and curriculum.
- (g) Increase enrollments at both Institutions.

(2) AGREEMENT OBLIGATIONS

In exchange for mutual promises and consideration contained herein, including Appendices A and B attached and incorporated herein, the Parties agree as follows to ensure successful and efficient operation of the Degree Partnership Program contemplated by this Agreement:

- (a) **RECRUITMENT AND ADMISSIONS**
 - (i) Recruitment of students will be the responsibility of each Institution.

- (ii) Students will be admitted through the dual admission process using the same WOU Freshman and Transfer Admission requirements as would apply to students seeking admission directly to WOU programs.
 - (iii) The admission deadline will be three weeks before the start of classes each term based on WOU's academic calendar. Currently admitted WOU students may be added after the deadline, as agreed upon by both Institutions.
 - (iv) Enrollment in the Degree Partnership Program is dual enrollment at WOU and LBCC. Accordingly, education records will be available to officials at both Institutions on an as-needed and authorized basis. For purposes of this Section and Agreement, each Institution is a "school official," as defined by the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, of the other Institution, with all rights, duties and obligations available to school officials, including but not limited to obligations regarding the re-disclosure of education records.
 - (v) Representatives from WOU's Office of Admissions or other designated office will conduct several campus visits at LBCC during the academic terms. LBCC will provide a physical space and assist in promoting the WOU visit. WOU and LBCC will also design and implement targeted visit events at LBCC that focus on specific academic majors, student groups or activities.
 - (vi) The Parties agree to develop degree pathway advising guides for use by LBCC students and advisors. The guides will be reviewed regularly to ensure continued accuracy.
 - (vii) The Parties agree to investigate ways to successfully collaborate in the areas of international student recruitment and retention.
- (b) TUITION AND FEES
- (i) Tuition and fees will be assessed based on the courses for which students register. College tuition and fees will be assessed for LBCC courses and WOU tuition and fees will be assessed for WOU courses according to the normal fee structure. Withdrawals and refunds will be handled by the party that receives the tuition and fees in accordance with its policies and procedures.
 - (ii) Tuition will be assessed at resident or non-resident rates depending upon the residency classification of the student. Residency classification for LBCC courses will be based on criteria established by LBCC. Residency

classification for WOU courses will be based on criteria established by WOU.

- (iii) For dually-enrolled students taking classes only at LBCC, fees are assessed through the normal LBCC fee structure. Students wishing to pay for the optional WOU fee package may request the package at WOU through the Business Office.
- (iv) For dually-enrolled students taking only WOU classes, WOU fees are assessed through the normal WOU fee structure.
- (v) For dually-enrolled students and taking classes at both Institutions, students will pay fees for each Institution according to each Institution's normal fee structure.

(c) PROGRAM ARTICULATION AND ADVISING

- (i) The management of the Degree Partnership Program and resulting articulation agreements between the Parties will be coordinated through the WOU University Transfer Specialist and LBCC's Office of University Partnerships. The University Transfer Specialist will coordinate with the WOU Office of Admissions, Office of the Registrar, Office of Financial Aid, Enrollment Services Department and LBCC's Office of University Partnerships.
- (ii) Academic advising will be the joint responsibility of the Parties. Each Party will identify and train academic advisors regarding the Agreement. This Section does not obligate the Parties to hire academic advisors jointly.
- (iii) Disputes or concerns relating to articulation, class content, chronology of content or course scheduling will be resolved by the chief academic officers or their designees at each Institution. Disputes or concerns arising in the articulation process at one of the Institutions or the other will be resolved by direct consultation between the chief academic officers (or their designees) at each Institution.
- (iv) In an effort to minimize loss of credit during the transfer process, the Parties will coordinate student advising through joint meetings of the advising center program staff as well as faculty advisors (if applicable) at each of the Institutions. Both parties will facilitate the development and maintenance of 4-year plans to guide students in course selection at both institutions.

- (v) Academic Advising will be available to Degree Partnership Program students at both Institutions.

(d) REGISTRATION AND EDUCATION RECORDS

- (i) Students will register for courses through the regular registration process at each Institution.
- (ii) The WOU Office of the Registrar and the LBCC Office of the Registrar will be responsible for maintaining education records for dually admitted students for coursework taken at the respective Institutions. Personally identifiable information will be shared between the Institutions on an as-needed and authorized basis. For purposes of this Section and Agreement, each Institution is a "school official," as defined by the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, of the other Institution, with all rights, duties and obligations available to school officials, including but not limited to obligations regarding the re-disclosure of education records. Both institutions' Institutional Research Offices will collaborate on sharing student enrollment and demographic data to conduct joint research on student success.
- (iii) Dually-enrolled students will be coded and tracked in the student information systems at both Institutions.
- (iv) The Parties will work together to maintain and utilize electronic data interchange (EDI) information technologies.

(e) FINANCIAL AID AND SCHOLARSHIPS

- (i) Financial aid will be available for qualified students who are dually enrolled. Student data for financial aid will be shared between the Parties. Compliance information and end-of-term information will be shared between the Offices of Financial Aid at each Institution.
- (iv) Students will receive financial aid only through their "home institution," which is determined by federal financial aid regulations and in accord with Appendix A, attached and incorporated into this Agreement.
- (iii) Applications for WOU and LBCC scholarships will be available to dually enrolled students provided that students meet all requirements.

(iv) WOU and LBCC agree to investigate the establishment of scholarships that will support students in both their initial enrollment at LBCC and subsequent enrollment at WOU.

(f) STUDENT GRIEVANCES AND CONDUCT

(i) LBCC agrees that no complaint or grievance by a student solely against or solely involving WOU and/or its administration, faculty, staff, services, or facilities will be addressed through LBCC's grievance procedures and all such complaints or grievances will be referred to the appropriate WOU institutional process of grievance procedure. WOU agrees that students will not be permitted to use WOU grievance procedures to pursue complaints solely involving LBCC.

(ii) Dually-enrolled students will comply with the conduct standards and student in distress processes at both Institutions. LBCC and WOU reserve the right to intervene and to make decisions or take actions at their individual Institutions in cases of misconduct or extreme student distress, particularly when cases involve health or safety. Students found in violation of conduct codes may receive sanctions from each Institution. LBCC and WOU reserve the option to decide that only one Institution will process a case of misconduct, but neither Institution shall make this decision for the other Institution. LBCC and WOU may consult with each other regarding jurisdiction regarding which Institution will process alleged violations of the conduct code. Students who are ineligible to return to WOU due to conduct violations may not be eligible to return to LBCC. Both Institutions commit to follow all laws and regulations concerning student conduct and students in distress, institutional removal, exclusion, and other sanctions. Neither Institution shall be responsible for the acts of the other institution; should a legal action be initiated against an Institution for actions of the other Institution, the Institution will indemnify and hold the other harmless for all costs and damages.

(g) MARKETING

(i) The respective marketing departments for each party will coordinate the marketing of the Degree Partnership Program. Promotional plans will be subject to approval by each Institution.

(h) STUDENT SERVICES

- (i) Dually-enrolled students will have access to student services at both Institutions. Fee-based student services will be available to dually admitted students who have paid the requisite fees for the service.
- (iii) Dually-enrolled students who are eligible to receive support and accommodations as the result of a documented disability may seek appropriate services from the Office of Disability Services at each Institution, and it is the student's responsibility to contact each Institution's Office of Disability Services. Each Party reserves the right to coordinate the delivery of services with the other Institution.
- (iv) Each Party will provide services to eligible students in accords with federal guidelines regarding service to U.S. military veterans. Each Institution reserves the right to coordinate the delivery of services to U.S. military veterans with the other Institution.

(i) HOUSING AND DINING

- (i) Dually-enrolled students will be eligible to use WOU Housing and Dining Services. Students will be required to complete an application for housing and dining as well as pay the housing application fee. For purposes of this Agreement, these students must comply with the same terms and conditions for housing as other WOU students. To be eligible, students must enroll in a minimum of one (1) credit at WOU. The total minimum of eight (8) credit hours can be a combination of credits taken between the two Institutions. For students who wish to live at WOU but are unable to enroll in one (1) credit at WOU, there is a petition process to seek approval to live in WOU Housing.

(j) STUDENT INFORMATION SYSTEMS AND INFORMATION TECHNOLOGY

- (i) Each Institution may share, as appropriate and permissible, software coding and technology expertise in a manner that supports the successful operation of the Degree Partnership Program.

(3) MISCELLANEOUS

- (a) This Agreement offers opportunities for more effective and efficient use of faculty, facilities, and support services by WOU and LBCC. Faculty and staff will be encouraged to develop cooperative efforts related to the delivery of courses and support services.

- (b) This Agreement shall not create any rights in any third parties, specifically any students participating in the Program. WOU and LBCC are the only parties to this Agreement.
 - (c) This Agreement is non-assignable.
 - (d) This Agreement is subject to the laws of the State of Oregon.
 - (e) If any section or language of this Agreement is deemed to be illegal or unenforceable by a court of competent jurisdiction, it will not affect the enforceability of the remainder of the Agreement.
 - (f) The Parties will abide by procedural agreements as outlined in applicable appendix (Appendix B), to the extent that procedural agreements will at no time contradict the MOU.
 - (g) Changes to procedural appendix (Appendix B) may only be made by mutual agreement of the responsible officers, and must be made in writing and reflected in dated changes to the impacted appendix (Appendix B).
 - (h) The Parties will be responsible for their respective obligations under federal and state law, including but not limited to Title IX of the Civil Rights Act of 1964 and the Clery Act.
- (4) TERM AND TERMINATION
- (a) This Agreement will remain effective until and unless one or both Parties terminates this agreement in accord with this section.
 - (b) The initial term of this Agreement will be three academic years, starting with Fall Term 2019.
 - (c) Prior to the extension of the initial term, the Parties will meet to determine if any mutually agreeable changes to the Agreement are necessary or advisable
 - (d) In the event that this agreement is dissolved, students will have two years in which to complete their matriculation to WOU. LBCC will continue to send transcripts for students coded as Degree Partnership Program participants during this time. WOU will continue to update student transfer evaluations and the Financial Aid Consortium (Appendix A) Agreement will be honored. Other Degree Partnership Program benefits may not be available. Students who have not matriculated to WOU by the end of this 2-year period will need to reapply for admission.
 - (e) Amendments to this Agreement may only be in writing and executed by a duly authorized representative of each Party. Amendments are only valid if they are executed by persons authorized to bind the Party in contract.



- (f) Either Party may terminate this Agreement for cause by giving written notice to the Institution at least sixty (60) days prior to the commencement of a new academic term.
- (g) This Agreement may be terminated at any time by mutual written agreement.

IT IS SO AGREED:

FOR WESTERN OREGON UNIVERSITY

REX FULLER
PRINT NAME OF PRESIDENT

Rex Fuller
SIGNATURE

May 10, 2019
DATE

FOR LINN-BENTON COMMUNITY COLLEGE:

GREG HAMANN
PRINT NAME OF PRESIDENT

Greg Hamann
SIGNATURE

May 10, 2019
DATE

PRINT NAME OF CONTRACT OFFICER

SIGNATURE

DATE

PRINT NAME OF CONTRACT OFFICER

SIGNATURE

DATE

WOU Degree Partnership Program MOU Linn-Benton Form.doc

Appendix ALinn-Benton Community College
Western Oregon University
Degree Partnership Program
Financial Aid Consortium Agreement

Under this agreement, both new and continuing students admitted to the **Linn-Benton Community College (LBCC) and Western Oregon University (WOU)** Degree Partnership Program may receive federal, state and certain institutional aid from their Home Institution based on the combined hours in which they enroll each term at both Institutions.

Home Institution:

The Home Institution will be determined by the students' immediate degree objective. For example, if the student's immediate degree objective is a bachelor's degree, then WOU will be designated as the Home Institution. Should the student be pursuing either an Associate of Arts or Sciences prior to completing a bachelor's degree, LBCC will be designated as the Home Institution.

The Home Institution will be responsible for processing, awarding, and distributing federal, state, and certain institutional aid, as well as, monitoring academic progress and calculating refunds and repayments, as warranted.

The Home Institution must retain all required records for the requisite time necessary to making compliance with pertinent federal, state, and institutional regulations.

Students must enroll in a minimum of six (6) credit hours at their Home Institution each term they participate in the Degree Partnership Program.

Due to the probable delay inherent in transferring federal aid from one Institution to the other, student will be discouraged from changing their Home Institution within an academic year.

Host Institution:

The Host Institution (defined as the institution that is not the Home institution) will ensure that Degree Partnership Program participants do not receive federal and state aid from both Institutions during the same term.

In addition, the Host Institution will provide the Home Institution with information relevant to participant's enrollment, fee payment, and grades in a timely manner.

Should a student withdraw from the Home Institution during an enrolled term, the Host Institution will return to the Home Institution any tuition refund that must be credited to the financial aid programs. The tuition refund calculation will be determined by the Home Institution.

Data Exchange:

The Home and Host Institutions will exchange electronic enrollment data on a weekly basis, consistent with (2)(d) Registration and Education Records section of the Agreement.

Other Considerations:

WOU Institutional Scholarships: Dually-admitted students are eligible to apply for and receive scholarships and other forms of institutional aid based on credits from their Home Institution only.

Emergency Loans:

Students who have designated LBCC as their Home Institution may apply for an emergency loan from WOU.

Tuition Refunds:

For students who withdraw from all of their classes or fail to satisfactorily complete any credit hours at both Institutions, the Home Institution tuition refund and cash disbursement repayment policies will prevail. Tuition that may be retained by each Institution will be distributed based on the same percentage of tuition assessed and paid at each Institution.

This agreement will be reviewed periodically, as needed, to accurately reflect the policies of the LBCC/WOU Degree Partnership Program and maintain compliance with pertinent federal and state student aid regulations.

FOR WESTERN OREGON UNIVERSITY:

Kella Heber
PRINT NAME OF FINANCIAL AID DIRECTOR

Kella H
SIGNATURE

5/15/19
DATE

FOR LINN-BENTON COMMUNITY COLLEGE:

Elaine M. Robinson
PRINT NAME OF FINANCIAL AID DIRECTOR

Elaine M. Robinson
SIGNATURE

5/23/19
DATE

Appendix B
Linn-Benton Community College
Western Oregon University
Degree Partnership Program Addendum

Admission:

1. Students must be admitted to WOU.
2. Students will initiate admission to the Degree Partnership Program through WOU.
 - a. Deadline for admission to Degree Partnership Program will be three (3) weeks prior to the start of an academic term based on WOU's academic calendar.
 - b. A joint application process will be available for eligible students. For each joint application, an application fee of \$60 will be assessed. Application fees will be split equally between the Institutions.
3. The records of dually applied and admitted students will be accessed on a read only basis by both Institutions.
4. Reports will be electronically sent to Linn-Benton Community College in a secure file. The reports will include information on admitted students only.

Use of OFAX for sharing enrollment information:

1. Linn-Benton Community College will send, via Oregon Financial Aid eXchange (OFAX), registration records of the Degree Partnership Program students who show current term registration at Linn-Benton Community College. This information will be utilized by WOU financial aid staff to determine eligibility for financial aid.
2. WOU will download to OFAX registration records of Degree Partnership Program students who show current term registration at WOU. This information will be utilized by Linn-Benton Community College financial aid staff to determine eligibility for financial aid.
3. Downloads to OFAX by both Linn-Benton Community College and WOU will be done on an agreed-upon schedule.

Academic Records:

1. Linn-Benton Community College will send WOU official transcripts free of charge for each term that a Degree Partnership Program student has registration resulting in an academic record, provided the student has no hold on their account at Linn-Benton Community College.

2. WOU will send free of charge official transcripts for Degree Partnership Program students to Linn-Benton Community College when requested by Linn-Benton Community College or by the student as long as there are no holds on the student's WOU account that prevents release of transcripts.

The institutions will continue to maintain the electronic data interchange (EDI) information technologies.

Updating Student Status:

1. The Office of the Registrar at WOU will notify Linn-Benton Community College when dual admitted students graduate and/or cancel their Degree Partnership Program status. Linn-Benton Community College will update their records accordingly.
2. Students who do not attend WOU within 10 terms of becoming a Degree Partnership Program participant will be required to complete re-enrollment processes at WOU.

Miscellaneous:

1. Articulation Agreements - Articulation Agreements are separate agreements independent from this Degree Partnership Program.
2. Respective units will meet annually to review this agreement and processes.
3. Responsible Officers:
 - a. Transfer Articulation Services
 - i. WOU: Transfer Specialist
 - ii. LBCC: University Partnerships Office (Dean)
 - b. Admission
 - i. WOU: Director of Admissions
 - ii. LBCC: Director of Admissions
 - c. Registration & Records:
 - i. WOU: Registrar
 - ii. LBCC: Registrar
 - d. Financial Aid:
 - i. WOU: Financial Aid Director
 - ii. LBCC: Financial Aid Director
 - e. Business Office:
 - i. WOU: Controller
 - ii. LBCC: Business Office Director

