THE UNIVERSITY OF VIRGINIA AND

TIDEWATER COMMUNITY COLLEGE BACHELOR OF INTERDISCIPLINARY STUDIES PROGRAM MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between the Rector and Visitors of the University of Virginia, for its School of Continuing and Professional Studies (the "University"), and the Commonwealth of Virginia, State Board for Community Colleges, Tidewater Community College ("TCC") (hereinafter, collectively, the "Parties").

WHEREAS, the University, through its School of Continuing and Professional Studies (the "School"), maintains and administers the Bachelor of Interdisciplinary Studies degree program (the "Program") as a part-time degree completion program for qualified adults; and

WHEREAS, the Program has been successfully extended to individuals in the Tidewater area of Virginia through a cooperative arrangement between the University and TCC; and

WHEREAS, TCC has expressed an interest in continuing the arrangement with the University under a formal MOU between the University and TCC, and the parties agree that such an arrangement would be productive and mutually beneficial, and consistent with their respective nonprofit educational missions;

NOW, THEREFORE, the University and TCC agree as follows:

- 1. The University will continue to offer the Program through this MOU with TCC.
- 2. The Program will use multiple models of instructional delivery, including online, face-to-face and blended, to meet the needs of nontraditional adult learners enrolled at TCC campuses. The Program may use classrooms at the Chesapeake and Virginia Beach campuses of TCC. Students in the Program may also be afforded the opportunity to take classes online, on University grounds in Charlottesville, at the University of Virginia's Richmond Center, and at the Northern Virginia Community College campuses offering the Program. A full list of off-Grounds locations offering the Program is attached hereto as Exhibit A.
- 3. It will be the responsibility of the University, through the School, to provide all faculty and staff for the Program.
- 4. The Program has been approved by the University.
- 5. The University of Virginia will provide administrative oversight to ensure the quality of the Program and will provide the necessary services to support the program in collaboration with designated administrators at TCC who will help implement and coordinate on-site activities.
- 6. Students entering the Program will receive an orientation which will include meeting the faculty in

the Program and other persons with responsibilities for the Program. The orientation will als include instruction in use of the resources of the University library, and instructions on the issuance of University student identification cards for access to services at TCC.

- 7. During the course of the Program, University faculty will be available to students for advising.
- 8. The provision of adequate physical resources for the Program activities at TCC sites, including appropriate academic support, such as library access, computer laboratories, classroom space, and technical support, will be the responsibility of TCC. The University, principally through the School, will be responsible for the central administrative functions of the Program including admissions materials and decisions, faculty hiring and evaluation, financial support, academic advising, and training and ongoing support for Program advisors and others associated with the Program.
- 9. Notices concerning the Program will be given as follows:

For the University on Program administration matters:

Stephen L. Levine, Ph.D.
Senior Program Director, BIS
School of Continuing and Professional
Studies
University of Virginia
P.O. Box 400764
Charlottesville, VA 22904-4764
E-mail: sll7f@virginia.edu

For the University on contractual matters:

Cynthia C. Reed
Associate Dean for Administration
School of Continuing and Professional
Studies
University of Virginia
P.O. Box 400764
Charlottesville, VA 22904-4764
E-mail: ccr5k@virginia.edu

For Tidewater Community College:

E-mail: ksorey@tcc.edu

Dr. Kellie Sorey Associate Vice President for Academic Affairs Tidewater Community College 121 College Place, Norfolk Telephone: (757) 822-1065

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- 10. This MOU contains the full understanding between the Parties regarding the Program, supersedes any prior or contemporaneous understanding between the Parties regarding the Program, whether written or oral, and cannot be altered or changed except by formal written amendment signed by the authorized representatives of the Parties. The allocation of office space for School faculty and staff located onsite at TCC will be administered through a lease agreement between TCC and the University and is therefore, separate from this MOU. Classroom and meeting space for BIS And other School courses and events will be provided to the School on a space available basis at no additional cost other than incremental costs to TCC associated with the School delivering the course or events at TCC.
- 11. Neither Party will discriminate on the basis of age, color, disability, marital status, national or ethnic origin, political affiliation, race, religion, sex (including pregnancy), sexual orientation, gender identity, veteran status, or family medical or genetic information in the performance of this MOU.
- 12. The parties agree that no student or faculty member participating in the Program shall be considered an employee, agent, contractor, or representative of the other party for any purpose including, but not limited to, workers compensation, employee benefits, salary, and professional liability. The parties expressly understand and agree that this MOU is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association among the parties, but is, rather, an agreement by and among independent parties. This MOU shall not be assigned or transferred by either party without the written approval of the other party.
- 13. This MOU will be effective as of the date of the last signature below, and shall continue for a term of five (5) years. This MOU may be renewed for additional five (5) year terms upon the mutual agreement of the parties in writing. Either party may terminate this MOU upon six (6) months advance written notice to the other party.

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IN WITNESS WHEREOF, the parties hereto have caused this MOU to be signed by their authorized representatives below:

This agreement is effective upon its approval on <u>December 20, 2018</u>, by the following TCC and UVA officials:

Thomas C. Katsouleas, Executive Vice President and Provost, UVA Alex Hernandez, Dean, School of Continuing and Professional Studies, UVA Gregory T. DeCinque, Interim President, TCC

EXHIBIT A LIST OF OFF-GROUNDS LOCATIONS OFFERING THE PROGRAM

Tidewater Community College:

Chesapeake Campus 1428 Cedar Rd Chesapeake, VA 23322

Virginia Beach Campus 1700 College Crescent Virginia Beach, VA 23453

Northern Virginia Community College:

Alexandria Campus 3001 North Beauregard St Alexandria, VA 22311

Loudoun Campus 1000 Harry Flood Byrd Highway Sterling, VA 20164

University of Virginia Richmond Center:

2810 North Parham Road Suite 300 Henrico, VA 23294