Agreement Between Cape Cod Community College And (----Institution----) For The (----Degree----) In (----Program----)
Cape Cod Community College And (----Institution----)

THIS 2+2 BACHELOR DEGREE COMPACT (hereinafter the “Agreement”) is made this __________ day of _________, 19 ____, by and between Cape Cod Community College (CCCC) located at 2240 Iyanough Road, West Barnstable, Massachusetts 02668, and (----Institution----) located at (----Address----).

WHEREAS, both institutions are reputable, fully licensed and accredited institutions of higher learning;

WHEREAS, both institutions seek to establish an educational affiliation of institutions of higher education with complementary educational missions;

WHEREAS, Cape Cod Community College issued an RFP soliciting a 2+2 Bachelor Degree proposal and the (----Institution----) proposal was selected as a partner of choice;

NOW THEREFORE, in consideration of the mutual convenants, obligations, terms and conditions set forth herein, and in consideration of the mutual benefits to be derived therefrom, both institutions hereby agree to the establishment of an affiliation under which the two institutions act in collaboration on matters of mutual interest, subject to the terms and conditions set forth in this Agreement.
Agreement
Between
Cape Cod Community College
And
(----Institution----)
For The
(----Degree----)
In
(----Program----)

The purpose of this agreement is to facilitate the cooperation between Cape Cod Community College (CCCC) and the (----Institution----) for delivery of the identified Bachelor’s Program.

FIELD OF STUDY: (----DEGREE/PROGRAM----)

PROGRAM MINIMUM THRESHOLD: (---)

MAXIMUM TRANSFER CREDITS: (---)

PROGRAM START DATE: (Semester/Year)

DURATION OF AGREEMENT: (---)

TERMS AND CONDITIONS:

1. Educational Programs

The (----Institution----) shall offer at the CCCC campus (or via interactive television, subject to charges identified in Section 11 D.) sufficient courses that, when added to mutually appropriate CCCC courses, shall constitute a full, complete and comprehensive (----Program/Degree----). A copy of the initial curriculum map is attached to this Agreement. Upon successful completion of an approved program, the Bachelor’s degree received will be that of (----Institution----).

2. Resource Sharing

Both institutions shall explore mutually beneficial resource sharing for efficiencies in operation and non-duplication of programs. This resource sharing may include, but is not limited to joint enrollment, transfer articulation, cross-registration, coordinated academic calendar and scheduling student support and career services, team teaching, professional development, joint research, recruitment, marketing, administration, and planning for programs and services responsive to the needs of students and employers of the future.

3. Conditions of Enrollment

Anyone admitted to the joint Bachelor’s Program, so long as the student is in good standing and is taking courses in pursuit of that degree, shall be enrolled in CCCC until such time as 60 hours of college credit work, including any transfer credits is completed; in subsequent semesters the student shall be enrolled in the (----Institution----) until completion of the degree requirements.
4. **Academic Calendars**

Implementation of the program and collaboration set forth in this Agreement shall commence as of the date of the execution of this Agreement, and shall continue thereafter, until officially terminated by the parties as set forth in Section 22.

Additionally, the academic calendar for this program should mirror the academic calendar of Cape Cod Community College to facilitate optimum room usage for each particular semester.

5. **Available Class Times**

The following schedule is not limited to the times identified below, but is suggested as favorable to student preference.

- Monday – Thursday 3:30 – 6:20
- Monday – Thursday 6:30 – 9:30
- Friday 3:00 – 9:00
- Saturday & Sunday 8:30 – 4:30

Interactive television classes may be available from 8:30 a.m. to 3:30 p.m., Monday through Friday.

6. **Faculty and Instruction**

A. Both institutions shall hold individual responsibility for the selection and employment of their respective faculty and staff members, provided however, that all faculty and staff hired under the terms of this Agreement shall meet the academic standards and criteria of the Commonwealth of Massachusetts and the New England Association of Schools and Colleges; provided further that all faculty and staff assignments shall be made in accordance with applicable provisions of the academic personnel policies and collective bargaining agreements of the respective institutions, if such apply; and provided however, that nothing contained in this Agreement shall place at risk the respective licensure and accreditation of either institution.

B. Upon the execution of this Agreement, the parties shall designate the respective faculty and staff members responsible for the design and implementation of activities covered by this Agreement.

7. **Curriculum**

A. The identified academic program of (----Institution----) will be offered at CCCC in accordance with the attached curriculum addendum.

B. The parties agree to use their best reasonable efforts to preserve and extend the quality of their educational programs; provided that the faculty credentials, program standards (including library resources) and content of academic courses shall, in all respects, be in compliance with the academic standards, policies and practices of the Commonwealth of Massachusetts and the respective accrediting agencies having jurisdiction.

8. **Student Financial Responsibility**

All tuition and fee expenses are the sole responsibility of the enrolled student. Student payments shall be made to the institution in which the student is enrolled.
9. Health and Accident Insurance

Each institution shall make provisions for mandatory health insurance and services for their respective students in accordance with M.G.L.c. 15A, S. 18.

10. Tuition and Fees

A. Each of the parties shall set its own tuition and fee structure for those courses offered by each institution.

B. The institution in which a student is enrolled shall serve as the designated administrative service provider for the purposes of collecting tuition and fees, counting student enrollments, maintaining appropriate student transcripts, disbursing student financial aid and reporting to state and federal authorities.

11. Revenue and Expenditure Distribution

A. (----Institution----) shall pay CCCC a fee of (----$---) per credit hour, per student for general administration, overhead expense, and administration, staffing and maintenance of the Office of Advanced Degrees.

B. Fees are due at the end of each scheduled course or semester, and are payable to Cape Cod Community College.

C. In addition to one classroom per course, fees cover custodial services, use of audiovisual equipment owned by CCCC, use of library shelf space and personnel, interlibrary loan opportunities and any other reasonable standard equipment and/or furniture needed for this academic purpose.

D. Use of other specialized equipment, additional classrooms or classrooms at other times must be negotiated with CCCC, and may require payment of additional fees when necessary.

E. Distance Learning technology, including Interactive Television, is subject to availability. Cost of utilizing this technology will include a minimum service charge of $20.00 per hour. Multiple site usage fees will be prorated at PRI costs in addition to this service charge.

F. Classrooms requiring computer stations for instructional purposes will incur a service charge of $25.00 per hour, and are subject to availability. Software not available at Cape Cod Community College will be supplied by the participating institution at its own expense, and will require prior installation arrangements with the technical staff of CCCC. Access to the Computer Laboratory during other than regularly scheduled hours will require a lab aide fee of $25.00 per hour. Current regularly scheduled Computer Laboratory hours may be obtained by contacting Instructional Support Services at 508-362-2131, x4822.

12. Budget

The compensation and benefits for faculty and staff for the programs offered under this Agreement shall be determined by the respective employer institution and incorporated into each institution’s budget.

13. Joint Responsibilities of (----Institution----) and Cape Cod Community College

The parties shall jointly undertake the design and implementation of the following affiliation activities during the period of this Agreement:
A. The parties shall explore academic networking opportunities for faculty, staff and student advisors to promote thorough understanding of the educational programs offered by the two institutions and the respective campus cultures.

B. The parties may develop faculty workshops focused on establishing common understandings of the nature of the institutions’ complementary missions and visions for the future, the enrichment lent by each to the other through proximity of programs and services, and the educational roles of the institutions as partners in a strong educational affiliation with each other, business and industry, the general public community, joint teaching and research, professional development, shard supervision of internship and practicum, delivery of academic programs, evaluation and outcomes assessment and accreditation.

14. Administration

A. Subject to the overall authority delegated by governing boards of the institutions, and subject to the control and supervision of the respective chief executive officers and their designees, activities associated with this affiliation shall be collaboratively administered by the parties.

B. It is strongly recommended that (----Institution----) delegate one experienced educational administrator who to serve as chief academic program officer who will monitor and coordinate the curriculum, and who will be available on a regular basis, on-site to address student needs. Salary and benefits for this individual shall be the responsibility of (----Institution----).

C. To ensure adequate delivery of the services above, (----Institution----) agrees to the following administrative conditions:

i.) To assign one individual from (----Institution----)’s main campus to act as primary contact for administrative questions, class schedules, class lists, registrations times, publicity, etc.;

ii.) To provide CCCC with a class list at the start of every class. This list will be used for library and computer laboratory identification, and for billing purposes;

iii.) To provide CCCC with the name, mailing address, E-mail address and telephone numbers of all faculty scheduled to teach in this program, prior to the start of each class. This information will be used to confirm requests as well as serve as the initial contact in the event the campus is closed for any reason;

iv.) To ensure that payment is received no later than thirty (30) days after receiving a Request For Payment.

15. Program Support

A. The parties hereby convenant to mutually support and preserve this Agreement by using their best reasonable good faith efforts and by contributing available resources in support of the programs and activities provided by this Agreement.

B. The parties agree to use their best reasonable good faith efforts to establish and assure the continued operation and development of the educational affiliation programs and activities provided under this Agreement.
16. Designated Representative

With the execution of this Agreement, each of the parties shall designate one of its senior administrators (Dean or President) to serve as the primary contact person and affiliation liaison, to represent the respective institutions’ interests during the period of this Agreement.

17. Scope and Effect of Affiliation

A. Any separate corporate existence and organization of the parties shall continue unaltered and unamended by this Agreement.

B. The parties shall fully cooperate on all mutually agreed-upon programs, services and activities in accordance with the standards, policies, and practices of licensing and accrediting agencies, provided that the curriculum and courses of study and methods of instruction shall be conveyed in a timely fashion to participating institutions for approval.

18. Compliance With The Law

The parties shall comply with applicable provisions of federal, state and local law governing any and all matters governed by this Agreement.

19. Privacy and Confidentiality

The parties shall comply with applicable provisions of federal, state, and local law governing the privacy and confidentiality of all employer, employee, student, institutional, group and individual records and personnel data maintained in connection with this Agreement.

20. Published Materials

A. All published materials including, without limitation, any and all reports, outlines, manuals, pamphlets, brochures and other documents prepared by CCCC shall remain the property CCCC, and all such materials prepared by (---Institution---) shall remain the property of (---Institution---). All brochures and marketing materials shall be developed and jointly approved by each institution.

B. Cape Cod Community College and (---Institution---) shall have unrestricted authority to publish, disclose, distribute or otherwise use, in whole or in part, any and all materials prepared under this Agreement. Any materials which have been copyrighted previously and are used by the parties in the performance of this Agreement shall not lose copyright status by being so used. This section is not applicable to course materials prepared by faculty.

21. Period of Agreement, Termination and Teach-Out

A. This Agreement shall take effect at the date of execution and shall continue in effect for five years or until terminated by mutual assent of the parties or, in the event of unilateral termination without cause, upon one year prior written notice to the other party, or until the Agreement is extended by mutual consent.

B. All rights and privileges provided under this joint Agreement to currently enrolled students in the (-- --Institution---) Bachelor Degree Program shall continue until the end of the semester in which non-renewal of this Agreement occurs; and provided further that the party who elects to terminate
shall assume full financial and legal responsibility for the teach-out of any additional academic semesters required for the completion of the degree program of study for all enrolled students who have completed at least one (1) semester; except when termination is in response to a breach by another party, in which case the breaching party shall bear full financial and legal responsibility for the teach-out.

22. Breach

A. If either party materially fails or neglects to fulfill its obligations under this Agreement, or for any other reasonable cause, this Agreement may be terminated by giving the breaching party at least six months notice before the effective date of renewal, as stated in the written notice.

B. A termination notice shall state the circumstances of the alleged breach, and may state a reasonable period, not less than thirty (30) days, during which the alleged breach may be cured.

C. Any disputes resulting from the application of this section may be referred out to arbitration in accordance with the term of Section 23.

23. Arbitration

The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled through arbitration in accordance with the applicable rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court of law having jurisdiction thereof. This section does not apply to relations between employees and employers.

24. Sole Agreement, Amendments, and Commonwealth of Massachusetts Law

A. This Agreement constitutes the entire understanding between the parties and with respect to the subject matter governed herein, and shall not be deemed to be waived, added to or modified orally; and no waiver, addition, modification, or amendments shall be valid unless in writing, and signed by the parties hereto.

B. This Agreement, its validity, construction and effect shall be governed by the laws of the Commonwealth of Massachusetts.

25. Successorship and Non-Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their successors; but neither this Agreement nor any rights hereunder shall be assignable to third parties. Any attempt at such outside assignment shall be null and void.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by a duly authorized representative, on the date and year as written above.

CAPE COD COMMUNITY COLLEGE

By: _______________________________________ Date: ____________________
    President

(----INSTITUTION----)

By: _______________________________________ Date: ____________________
    President