

MEMORANDUM OF UNDERSTANDING

BETWEEN

CONCORD UNIVERSITY
ATHENS, WEST VIRGINIA

AND

MOUNTWEST COMMUNITY AND TECHNICAL COLLEGE
HUNTINGTON, WEST VIRGINIA

This Memorandum of Understanding (MOU) is effective this 21st day of April, 2011 and is entered into by and between the parties listed below who have come together for the purpose of ensuring a seamless educational program for Active Duty Military, Severely Disabled Veterans, Dependents and Workforce Development students from Associate through Master's Degree with courses available on-line. The terms of this Memorandum of Understanding will continue until terminated by either party as subject to Article II, Section E below.

Article I

KEY COLLABORATIVE AGENCIES

- A. Mountwest Community and Technical College
348 15th Street
Huntington, WV 25701

Hereinafter referred to as "MCTC".

- B. Concord University
PO Box 1000
Athens, WV 24712-1000

Hereinafter referred to as "Concord".

Article II

RELATIONSHIP BETWEEN THE PARTIES

- A. This is a voluntary collaboration intended to promote an educational partnership to between MCTC and Concord.
- B. This MOU shall relate only to the program created to streamline educational

pursuits of Active Duty Military, Severely Disabled Veterans, Dependents and Workforce Development students from Associates through Master's Degree with courses available on-line.

- C. Nothing in this MOU shall be deemed to constitute, create, give effect to, or otherwise recognize a partnership, joint venture, or formal entity of any kind.
- D. Each party shall indemnify, defend and save the other party harmless from and against any and all losses, damages, injury, liability, and claims directly resulting from their performance under this agreement.
- E. Either party may terminate this MOU by written notice 90 days in advance of the effective date of termination.
- F. Supplemental Agreements under this MOU shall be negotiated and decided separately. No alteration or modification of this MOU shall be valid unless made by an instrument in writing, signed by authorized representatives of MCTC and Concord. No such alteration or modification shall be construed to alter or amend any provisions of this MOU unless expressly so stated in such written instrument.
- G. All activities undertaken pursuant to this MOU will be conducted in accordance with the laws of the State of West Virginia, and the federal laws of the United States.

Article III

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

- A. Each party will make an effort to promote and develop cooperation in the following activities, upon the principles of equality and reciprocity.
 - 1. Each institution will market this program jointly in their advertising and recruitment initiatives,
 - 2. Each institution will accept the credit evaluation of the MCTC Military Programs Coordinator for all military training and experience,
 - 3. Each institution will designate an area where veterans can collaborate and assist one another with their educational and personal needs.

B. Unless otherwise stated in a protocol and mutually agreed upon by the parties:

1. Concord Responsibilities and Obligations:

- a. Concord will provide information concerning graduation rates within this program to MCTC
- b. Concord will insure that all courses necessary to complete the selected program is available on-line
- c. Concord will insure that all active duty service members, severely disabled veterans, and dependents of deployed service members participating in this program are charged only the in-state tuition rate for the courses
- d. Concord will insure that the program is marketed through their military recruitment efforts

2. MCTC's Responsibilities and Obligations:

- a. MCTC will provide all, contact information, credit evaluation information and a copy of the student's official transcript to Concord upon graduation
- b. MCTC will insure that all courses necessary to complete the selected program is available on-line
- c. MCTC will insure that all active duty service members, severely disabled veterans, and dependents of deployed service members participating in this program are charged only the in-state tuition rate for the courses
- d. MCTC will insure that the program is marketed through their military recruitment efforts

Article IV
NOTICES

All reports, notices and communications given to Concord by MCTC, except as otherwise specifically provided, shall be directed to the Concord Official:

Dr. George Towers, Associate Dean
Concord University
PO Box 1000, Dean's Office
Athens, WV 24712-1000

Phone: 304-384-5220
Fax: 304-384-6289
Email: towers@concord.edu

All reports, notices and communications given to MCTC by the Concord Official, except as otherwise specifically provided, shall be directed to the MCTC Official:

Corwlyn Payne, Military Programs Coordinator
Mountwest Community and Technical College
348 15th Street
Huntington, WV 25701

Phone: 304-399-1279
Cell: 304-417-7605
Email: payne78@mctc.edu

Article V
AMENDMENTS

This Memorandum of Understanding may be amended at any time by an agreement in writing executed by authorized representatives of Concord and the MCTC.

The parties hereto have executed this Memorandum of Understanding, this _____ day of _____, 2011.

Concord University:

**Mountwest Community and
Technical College:**

Signature

Signature

Date

Date