

## INSTITUTIONAL AGREEMENT

THIS AGREEMENT is made this \_\_ day of \_\_\_\_\_, 1991, by Henderson State University (HSU), Ouachita Technical College (OTC), and the Arkansas Department of Higher Education (Department) to provide services and offer courses of instruction at the Ouachita Technical College for the 1991-1992 academic year.

THEREFORE, in consideration of the foregoing, the parties agree as follows:

### RESPONSIBILITIES OF HENDERSON STATE UNIVERSITY:

1. COURSES OF INSTRUCTION: HSU shall offer developmental and college-level courses to be taught for the fall semester of 1991-92 at the OTC site by faculty employed by HSU. The parties will negotiate to select courses to be offered in the second semester of the 1991-92 academic year. These courses and any related changes based on experience under this agreement in fall 1991 will be amended into this contract prior to the start of the second semester.

A maximum of twelve developmental sections may be offered by HSU. The developmental sections to be offered by HSU under this agreement are: Two sections each of Developmental Math and Developmental Composition, and one section each of Intermediate Algebra, Elementary Algebra, Developmental Reading Skills and Academic Reading.

HSU must offer at least three sections of college-level courses. The college-level courses shall be part of the state minimum core of fully transferrable courses accepted for credit at any public institution of higher education in Arkansas. The college-level courses to be offered by HSU under this agreement are: One section each of Freshman English A, Humanities: Art, College Algebra, Civilization to 1660, Introduction to Philosophy, and American National Government.

HSU may offer one additional section of any of the above stated courses.

2. FACULTY: HSU shall employ faculty to teach the courses offered under this agreement. Faculty must meet the minimum credentials necessary for employment as a regular faculty member of HSU; the minimum academic credential shall be a master's degree, with at least eighteen (18) hours of graduate credit in the subject to be taught. Provided the prospective faculty member has the academic credentials required, consideration may be given to the prospective faculty member's geographical proximity to the OTC site and to those with higher education teaching experience.

HSU employment policies, disciplinary procedures and faculty evaluation policy shall apply to faculty employed. HSU shall evaluate faculty and use the results of the evaluation in making re-employment decisions. Assessment of teaching ability by peers and students shall be included in the evaluation

process.

3. SITE DIRECTOR: HSU, in consultation with OTC, shall employ a site director on a twelve-month contract at an annual salary within the range of \$25,000 to \$35,000 to manage the program from the OTC site. The site director's responsibilities include recruitment, registration, collection of tuition and fees, student advising, coordination of the faculty evaluation process for faculty teaching courses under this agreement, ensuring the quality of the academic program, including adequate resource materials, and related administrative duties as agreed to by HSU and OTC. In addition, the site director must teach either the college math or the college English courses offered under this agreement.

HSU will maintain student records (including grades and transcripts) and, through the site director, will document tuition and fee payments. Documentation and fee payments shall be transmitted to HSU.

4. REGISTRATION: HSU, in coordination with OTC, shall be responsible for registration of students for courses offered under this agreement.

Fee Collection: HSU shall collect tuition and fee charges at the time of registration.

Advising: The HSU site director shall be responsible for advising students enrolling in courses offered under this agreement.

Assessment and Placement: All students registering for courses offered under this agreement must be assessed and placed on the basis of ACT or ASSET scores. OTC will be responsible for administering and scoring the test, through the site director, and will make the results and the student placement decision known to HSU and to the student.

Record Keeping: HSU, through site director, will maintain student records, including grades and transcripts, and keep an accurate record of revenue received.

Reporting: Credit hours generated by courses offered under this agreement will be counted as HSU courses and shall be reported by HSU on the appropriate reporting forms to the Department. HSU will be responsible for all student reports to Department. This includes completion of appropriate reports on headcount enrollment, credit hour production by CIP code, and remedial placement reports.

5. TUITION AND FEES: HSU shall charge tuition at the rate of \$20.00 per credit hour which shall be rebated to OTC. Any fees charged in addition to tuition must be approved in advance by the Department. Tuition and fee charges shall be collected at the time of registration or enrollment by the site director, with adequate, accurate record keeping of revenue received. A tuition waiver will be granted to OTC faculty and staff and to the dependents of OTC faculty and staff who enroll in courses offered under this agreement.

Students who are enrolled full-time at OTC and who enroll in courses offered under this agreement shall not pay any additional tuition for courses offered by HSU. The refund of tuition or fees shall be determined by HSU policies.

Students who are enrolled less than full-time in on-campus courses at HSU and who are enrolled in HSU courses at the OTC site shall pay the HSU on-campus rate for courses offered under this agreement.

HSU will impose no charge or cost to the student or to OTC for access to or use of HSU on-campus library by students enrolled in courses at the OTC site.

6. ENROLLMENT AND CREDIT HOUR PRODUCTION: Headcount enrollment for students enrolled in courses offered under this agreement will be counted as off-campus headcount enrollment by HSU. In those instances where a student enrolls in OTC courses and college-level courses, both OTC and HSU will count the student for headcount purposes.

Student semester credit hours (SSCH) generated by courses offered under this agreement will be counted as off-campus student semester credit hours by HSU and reported to Department on the appropriate report. In those instances where a student enrolls in both OTC courses and college-level courses, OTC will count and report to Department only those credit hours generated by enrollment in OTC's own courses.

HSU will count and report to Department in a separate

report those credit hours generated by enrollment in courses offered under this agreement.

7. ADMINISTRATION OF FINANCIAL AID: HSU shall process financial aid applications of students enrolling in courses offered under this agreement. Awards will be made through HSU.

Students enrolling in courses offered under this agreement who are also enrolled in OTC courses will have financial aid applications processed by HSU if the student is seeking a degree or other award from HSU. Awards will be made through HSU.

Students enrolling in courses offered under this agreement who are also enrolled in OTC courses will have financial aid applications processed by OTC if the student is seeking a certificate from OTC. Awards will be made through OTC.

8. DISCIPLINE CODE AND STUDENT AFFAIRS: The Code of Conduct and student affairs policies of HSU shall be applicable for students enrolled in courses offered under this agreement. In the case of students enrolled in both OTC courses and courses offered under this agreement, the policies of HSU shall apply unless the student is a full-time student of the OTC.

RESPONSIBILITIES OF ARKANSAS DEPARTMENT OF HIGHER EDUCATION:

COSTS AND REIMBURSEMENTS: Department agrees to pay the following costs associated with this agreement:

1. Department will provide funds to support up to and including fifteen sections at OTC.

2. Department agrees to pay the salary and associated fringe benefits of each faculty member teaching courses offered under this agreement at the part-time off-campus reimbursement rate of HSU.

3. Department will pay mileage costs for faculty travel at the HSU reimbursement rate.

4. Department will pay overhead costs to HSU; the overhead reimbursement rate will be 20 percent of the direct costs of offering the programs. Direct costs include faculty salaries and fringe benefits, the site director's salary and fringe benefits, and faculty travel reimbursement costs.

5. Department will pay the salary and fringe benefits for the site director.

RESPONSIBILITIES OF OUACHITA TECHNICAL COLLEGE:

1. STUDENT RECRUITMENT: OTC, in coordination with site director, shall be responsible for recruiting students for courses offered under this agreement.

2. ASSESSMENT AND PLACEMENT: All students, whether or not they are degree seeking, who register for courses offered under this agreement must be assessed and placed on the basis of ACT or ASSET scores. OTC is responsible for administering and scoring the test, through the site director, and making the results and the student placement decision known to HSU and to the student.

3. RECORD KEEPING AND REPORTING: OTC will be responsible for determining and reporting the immunization status of

students.

4. LIBRARY SUPPORT: OTC is responsible for acquiring the necessary library materials to support each of the courses taught under this agreement. Funds for this purpose shall be made available by the Department. The Director of OTC and the site director shall make appropriate arrangements for housing materials and providing student access to the materials.

5. FACILITY AND STAFF SUPPORT: OTC is responsible for providing clerical support, an office, and necessary equipment and supplies for the site director.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

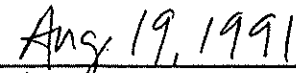
ARKANSAS DEPARTMENT OF HIGHER EDUCATION

\_\_\_\_\_  
Dr. Diane Gilleland, Director

\_\_\_\_\_  
Date

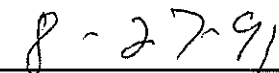
HENDERSON STATE UNIVERSITY

  
\_\_\_\_\_  
Dr. Charles D. Dunn, President

  
\_\_\_\_\_  
Date

OUACHITA TECHNICAL COLLEGE

  
\_\_\_\_\_  
Earl Clevenger, Director

  
\_\_\_\_\_  
Date