MEMORANDUM OF UNDERSTANDING

Between

Okaloosa-Walton Community College (OWCC)
And

The University of West Florida (UWF)

For the operation of the
Joint Campus in Fort Walton Beach
And other
Cooperative Initiatives in Okaloosa and Walton Counties
Okaloosa-Walton Community College (OWCC) and The University of West Florida (UWF) enter into this Memorandum of Understanding (MOU) for the operation of the Joint Campus in Fort Walton Beach and other cooperative initiatives in Okaloosa and Walton Counties. The parties agree that this MOU consists of the documents listed below; such documents are attached and hereby incorporated by reference.

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[Signatures and dates]
General Agreement

The cooperative relationship between OWCC and UWF is recognized as the strongest two-plus-two partnership in Florida’s higher education system. The focus of that relationship is the joint campus located in Fort Walton Beach. Additionally, there are multiple cooperative agreements between the two institutions throughout the two-county area. This general agreement replaces the Memorandum of Understanding between the two institutions executed on or about June 21, 1986.

The purpose of this MOU is to reinforce and build on the good relations between the two institutions and to provide a basis for seeking additional support from the state and national governments as well as private funding agencies to further develop the joint campus concept and other cooperative projects. The MOU contains general statements of agreement. It is intended to codify the multiple agreements that have historically existed between the two institutions.

**Okaloosa-Walton Community College Mission Statement**

*The mission of Okaloosa-Walton Community College is to provide quality educational programs and services which enable students to achieve their goals and which enhance the community through academic, vocational, cultural, economic and personal development opportunities.*

**The University of West Florida’s Mission Statement**

*To empower each individual we serve with knowledge and opportunity to contribute responsibly and creatively to a complex world.*

The mission statements underscore the commitment of the two institutions to Northwest Florida for the delivery of quality higher education opportunities. The breadth of the programs and the specialties of the two institutions are complementary in their service to the citizens of Northwest Florida.

**Specific Areas of Cooperation and Agreement**

1. The two institutions agree to share the facilities and space of the OWCC/UWF Joint Campus in Fort Walton Beach.

2. The two institutions agree that the joint campus programs will be administered by each respective institution and that the physical plant will be maintained by OWCC. OWCC will provide building and grounds maintenance, fire insurance coverage for the buildings, and utilities. UWF agrees to reimburse OWCC $77,140 annually for a share of the expenses in operating the campus.

3. UWF agrees to operate the Learning Resource Center to serve the students of both institutions.
4. OWCC agrees to operate the bookstore to serve the students of both institutions.

5. UWF agrees to offer a defined number of major programs that enables students to earn their four-year degrees at the OWCC/UWF Joint Campus. UWF will specify those programs in a memorandum to the OWCC president by January of each year preceding the fall course offerings.

6. OWCC agrees to offer the lower division courses necessary for a student to complete each major offered by UWF at the joint campus.

7. UWF agrees that OWCC is the dual enrollment provider in Okaloosa and Walton counties for classroom instruction. OWCC provides freshman and sophomore level instruction in the two counties and upper division instruction in areas approved by the State Board of Education prior to the signing of this MOU (the cooperative BSN degree and the BAS Management degree).

UWF may offer lower division courses when the chief academic officers of the two institutions agree on an unmet need that OWCC cannot meet or declines to meet. The agreement will be documented by a signed letter of approval by the two presidents prior to course offerings.

8. OWCC agrees to make all of its campuses and centers available to UWF for recruiting OWCC graduates for the upper division of The University of West Florida.

9. OWCC agrees to make the facilities on all of its campuses and centers in Okaloosa and Walton counties available for additional UWF courses on a space available basis. OWCC agrees to provide UWF with access to the audio/visual equipment normally available in the space/location.

10. This MOU and all of its component agreements continue for an indefinite period unless specifically provided for in the component agreements. However, the MOU or any component agreement may be modified at any time upon written request of either institution. Such requests should be made in writing from one president to the other at least 60 days in advance of the proposed modification.

To monitor the MOU, an Inter-Institutional Articulation Committee will be established with three members appointed by each president. The committee will meet once each semester and will submit a written report at the end of each academic year to each president.
Vending Operations Agreement

OWCC will provide snack, drink, and copy vending services for its students and UWF students at the OWCC/UWF Fort Walton Beach Campus and will provide copy vending services at the Eglin Education Center according to the following provisions:

1. OWCC will furnish or contract with snack and drink vending providers to furnish all personnel, equipment, service, management, and supplies, necessary to operate snack and drink vending services at the OWCC/UWF Joint Campus.

2. OWCC will collect commission payments for the snack and drink vending service and will retain 10% of the commission for the administration of this service by OWCC. The remainder of the commissions will be split between OWCC and UWF in the same percentage as the student enrollment of each institution at the Joint Campus. Enrollment figures will be furnished by the reports coordinator of each institution to the OWCC Provost after the drop/add period each semester. The commission split will be made once per semester even though vendor payments to OWCC may be monthly or quarterly.

3. Coin-op copiers will be located in various convenient locations at the Joint Campus and the Eglin Education Center. These copiers along with supplies, service, and administration will be furnished by OWCC. OWCC will collect all money from the machines and will retain same for the operation of this service.

Library Agreement

I. Introduction/Background

Whereas The University of West Florida (UWF) and Okaloosa-Walton Community College (OWCC) have provided two-plus-two undergraduate academic programs, and UWF has provided graduate programs, in the Fort Walton Beach area since 1983, and during that time, the two institutions have been sharing library resources, services, and facilities; therefore, this Library Agreement sets forth general guidelines under which each institution shall contribute to the library in an effort to provide services on the Fort Walton Beach (FWB) Campus. This agreement replaces the Memorandum of Understanding relating to the Operation of the Fort Walton Beach Campus Library executed on or about February 10, 1997.

II. Mission/Philosophy

The FWB Campus is a unique entity made possible by the agreement of Okaloosa-Walton Community College and The University of West Florida to support joint academic programs. Its operation reflects Florida's two-plus-two approach to higher education and encourages full utilization of the joint programs and joint facilities shared by these two institutions.

Recognizing that the FWB Campus Library is a satellite library dependent upon the parent campus libraries for more complete resources and services, according to the Mission Statement of the University of West Florida Libraries and the Mission Statement of the Okaloosa-Walton Learning Resources Center, the mission of the FWB Campus Library is to provide resources, staff, and library services in support of all courses taught on the FWB Campus.

The FWB Campus Library serves as an access point to the holdings on the parent campuses of OWCC and UWF. On-site holdings include basic reference sources, circulating books, electronic information resources, and serials titles covering the subject areas taught. The library serves the FWB-based administrators, faculty, students, and staff of the cooperating institutions. Area residents may also use the library.

Each parent institution assumes responsibility for providing support of the information needs of its branch campus programs. This support is the same type as that provided on the parent campuses.

The goals and objectives of the branch campus library support the provision of resources and services consistent with the broader institutional missions. The primary goals of the FWB Campus Library are:

1. To support information needs of Fort Walton Beach-based constituents of The University of West Florida and Okaloosa-Walton Community College.
2. To develop collections, provide convenient access to them, and assist and instruct patrons in their use.

3. To extend accessibility to information resources and services available on the parent campuses and beyond (e.g., interlibrary loan).

4. To provide an environment conducive to study and research.

III. Policies/Operational Guidelines

Every effort is made to accommodate the different missions of the community college and the university. Operation of the FWB Campus Library is based on the ACRL's Guidelines for Branch Libraries in Colleges and Universities.

A. Management

Management of the library is provided by UWF. The Director of the FWB Library reports to the UWF Associate Director of University Libraries.

The FWB Library Director is responsible for the operation of the library and for liaison with parent libraries, the FWB administrative officers for OWCC and UWF, and the FWB faculty. He/She is the chief public relations official for the FWB Campus Library.

B. Personnel

The FWB Campus Library has both professional and support staff. Classification, status, salary, and professional considerations are equivalent to those provided to employees on the parent campuses.

In addition to the FWB Library Director, who plans, implements, and coordinates library resources and services, support staff personnel implement and support the activities of the two broad units in the library - technical services and public services. Student assistants provide clerical support for the Library Director and coverage for the Circulation Services Desk.

Staffs are cross-trained on each institution’s operational methods and procedures, as appropriate, and provide support and assistance to all library constituents.

C. Resources

Library materials are provided to support required reading and research and to enrich the academic programs for students, faculty, and staff. Requests for materials to be purchased may be submitted by university and community college administration, faculty, staff, and students. Each institution will make selections based on its own collection development
policies. Materials added to the collections at the FWB campus by either institution are cataloged and added to the database by UWF.

D. Services

Library services, designed to meet a wide range of informational and bibliographic needs, include:
1. On-site reference assistance/consultation.
2. Access to the holdings of both parent libraries through computer-based bibliographic and information services.
3. Circulation of materials
   a. On-site
   b. From the parent campuses
   c. Reciprocal borrowing
   d. Interlibrary loan -- through the parent campuses -- for all FWB based administrators, faculty, staff, and students.
4. User instruction, of both a general and specialized nature.
5. Assistance with non-print media and equipment.
6. Access to copier service.
7. Daily document delivery from both campuses.
8. Access to materials placed on reserve.
9. Promotion of library services to constituents of the FWB Campus.

E. Finances

Each institution allocates funds to support the FWB Campus Library. It is expected that each institution will provide current books, periodicals, and non print materials in accordance with that institution’s academic program needs on the FWB campus. Each institution supports personnel costs at the Fort Walton Beach Campus Library. Funds to support the day-to-day operating expenses for the FWB library are provided by UWF.

F. Facilities/Equipment

OWCC is the proprietor of the library building, as well as most of its furnishings and equipment. With the exception of the maintenance on the electronic gate and the office copier, OWCC provides maintenance for the building and its furnishings and equipment, replacing and adding as needed, and as funds are available. OWCC provides telephones and other utilities and public copier service as described in the the Telephone Agreement, and Vending Operations Agreement contained in this MOU.

As it becomes necessary to replace or upgrade public access
computers in the FWB library, both OWCC and UWF will have the responsibility of paying a proportionate share of replacement/upgrade costs based on the student FTE of the previous year (summer, fall, spring) for each institution, unless the upgrade or replacement is necessitated by changes related to one institution's library automation software. In which case, the institution responsible for requiring the upgrade/replacement will bear the entire cost of that upgrade/replacement.

G. Termination

In the event that the joint campus relationship between Okaloosa-Walton Community College and The University of West Florida should be discontinued, it is agreed that the collections, computers, and furnishings placed in the joint-use library remain the property of the supplying institution.
Bookstore Agreement

OWCC will provide bookstore services for its students and UWF students at the OWCC/UWF Fort Walton Beach Campus and the Eglin Education Center according to the following provisions and will replace the Letter of Agreement for Bookstore Operations at OWCC/UWF Fort Walton Beach Campus between the two institutions executed on or about August 15, 2002.

1. OWCC will provide all personnel, equipment, management and supplies necessary to carry out the bookstore operations at its own expense.

2. Hours and days of operation for the bookstore on the Fort Walton Beach Campus follow the OWCC schedule of operation.

3. UWF will provide liaison support to the bookstore management. The person designated by UWF as liaison will furnish the bookstore timely information as to the textbook requirements of UWF. The UWF liaison will remain available to discuss arrangements and procedures as needed, as will the manager of the OWCC College store. OWCC will report shortages of any textbook title. It is the responsibility of UWF to replenish stock as needed for UWF courses.

4. UWF will provide the textbook inventories to the bookstore on consignment each term, accompanied by invoice documentation indicating quantities, course numbers, and prices to be charged. OWCC will perform the selling function, including the proper collection and remittance of sales taxes, deriving for its own account any fees available from the State Department of Revenue for performing these collection services. OWCC will return all unsold textbooks at the end of the selling period and agrees to pay UWF for all books not returned at the rate of 87.5% of the price set by UWF on the consignment documents. A date representing the end of the selling period will be determined each term by mutual consent.

5. Limited shelf and display space will be allocated on the basis of enrollment projections of each course offered at the center by both institutions.

6. OWCC will handle, as requested and as space permits, UWF emblematic merchandise such as clothing, gift items and imprinted school supplies. The consignment fee for handling such clothing and gift items will be 25% of retail.

7. The OWCC bookstore will accept Mastercard, Visa and Discover.

8. Refunds for UWF and OWCC students are handled by the same policies and procedures. The Fort Walton Beach bookstore will only refund books purchased at the FWB store. No refunds will be available at the FWB bookstore for books purchased at the Pensacola bookstore. Textbook refunds will only be available during the advertised refund period and only with the cash register receipt. There is a 10-day waiting period for checks. Refunds are only done in the manner of the original purchase (credit cards purchases can only be refunded
to the credit card, etc.). Textbooks purchased new must be in new condition to receive the full refund. If new books are not in a new (unmarked and no blemishes) condition, refunds will be made at 75% of the new price.

9. OWCC (or its authorized representative) will handle the used book buy backs and will pay to UWF students prices specified by UWF. UWF can set limits on quantities of each title to be purchased and may impose specifications as to the acceptable condition of each book. UWF will reimburse OWCC at 110% of the amount paid to UWF students for used books.

10. UWF will pay the OWCC bookstore $50.00 per term for handling and distribution of graduation regalia.

11. UWF agrees to provide assistance to OWCC in the matter of returned check collection as allowed by State Auditors and UWF's policies.

12. Bookstore management personnel will meet as requested by either institution for the purpose of reviewing the operations to resolve problems and to plan for upcoming terms.

13. Either institution may discontinue this Bookstore Agreement upon prior written notice to the other party, and such notice to be received at least 45 days prior to the beginning of the any academic term.
Telephone Agreement

Telephone services are required to support the ongoing operations of OWCC and UWF at the Joint Campus, Hurlburt Air Force Base, and Eglin Air Force Base. OWCC has rented telephone equipment for these facilities and is responsible for ensuring the availability of this equipment. This Telephone Agreement replaces: 1) the Memorandum of Agreement for telephone services related to the Fort Walton Beach Campus fully executed by the parties on or about April 15, 2003, and 2) the Memorandum of Agreement for telephone services related to the Eglin Education Center fully executed by the parties on or about April 15, 2003.

UWF and OWCC each occupy designated office space. OWCC and UWF have determined their own level of telephone equipment requirements and agree to the following:

1. OWCC and UWF shall share the cost of renting telephone equipment on a pro rata basis. The proration percentage will be computed based on the number of telephone instruments assigned to each institution.

2. Each institution will be financially responsible for its own lines, long distance, and any other telephone-related charges.

3. Each institution will be financially responsible for the costs associated with making telephone moves, additions, or changes. UWF shall submit written requests to OWCC when such modifications are required.

4. OWCC will invoice UWF on a monthly basis for telephone equipment as outlined above. The billings submitted shall contain sufficient detail to support audit requirements.

5. UWF agrees to hold OWCC harmless, to the extent provided by Florida Law, for any liability, loss, or damage resulting from the failure to provide telephone equipment when such failure is the result of actions or events outside of OWCC's control. OWCC is a public entity entitled to the privilege of sovereign immunity except to the extent it has been waived in accordance with Florida Statute 768.28.

6. Either institution may discontinue this Telephone Agreement upon prior written notice to the other party, and such notice to be received at least 45 days prior to the beginning of any academic term.
Telephone Agreement
(Continued)

ADDITIONAL PROVISIONS REQUIRED BY FLORIDA STATUTE

All billings submitted in accordance with the terms hereof shall be in detail sufficient for proper preaudit and postaudit thereof.

All billings for reimbursement of travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

This agreement may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, paper, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this agreement.

The obligations of the parties hereto to perform and pay the sums required by the terms of this agreement are contingent upon an annual appropriation by the Florida Legislature of sufficient funds to the party obligated to make payments to enable such party to fund its budgeted expenditures.

A vendor ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The vendor ombudsman may be contacted at (850)488-2924, or by calling the State Comptroller's Hot-Line, 1-800-848-3792.
Budget
An annual budget and a three-year projected budget shall be developed by the Program Committee and submitted to the appropriate UWF and OWCC staff for review and approval no later than June 1st of the preceding fiscal year.

Duration of Agreement

The provisions of this agreement are effective upon signature and will remain in effect from year-to-year unless cancelled, or amended by mutual agreement of the OWCC President and the UWF President.

President
Okaloosa-Walton Community College

2/22/10
Date

President
University of West Florida

3/10/10
Date