

Memorandum of Understanding



Birmingham Area Consortium for Higher Education

Memorandum of Understanding

Between

Birmingham-Southern College
900 Arkadelphia Road
Birmingham, Alabama 35254
800.523.5793

and

Miles College
5500 Myron Massey Boulevard
Fairfield, Alabama 35064
205.929.1000

and

Samford University
800 Lakeshore Drive
Birmingham, Alabama 35229
205.726.2011

and

The University of Alabama at Birmingham
1720 2nd Ave South
Birmingham, Alabama 35294
205.934.4011

and

The University of Montevallo
75 College Dr, Montevallo, Alabama 35115
205.665.6000

This Memorandum of Understanding (MOU) sets the terms and understanding between Birmingham-Southern College (BSC), Miles College (Miles), the University of Alabama at Birmingham (UAB), Samford University (Samford), and the University of Montevallo (Montevallo) for the Birmingham Area Consortium for Higher Education (BACHE).

Background

This MOU renews an agreement initially established in 1996 (expanded in 1997 to include Montevallo) among the presidents of the participating institutions who recognized a regional commitment to higher education and a shared interest in the urban area of Birmingham. The initial purposes were to provide enriched and diversified opportunities for faculty and students and to share resources in an effort to increase cost efficiency. Three areas of cooperation were fully realized from this initial agreement: course exchanges between institutions, shared access to library resources through reciprocal faculty and student use, and a visiting writers and creative artists series in which guest authors and creative artists visit each of the participating campuses. While the initial coordination of these arrangements was to be governed by a director, the three areas of cooperation have dispersed to the relevant campus representatives: course exchanges are coordinated by registrars; library agreements are coordinated by library directors and circulation desks; and representatives from each campus serve as the point of contact and an informal coordinating committee for the writers and creative artists series, with one representative serving as the series director.

Purpose

This renewed MOU will facilitate and catalyze cooperation and communication among the participating institutions. In particular, member institutions will convene stakeholders from each campus who can share best practices, provide input on challenges facing campuses, and identify collective areas of action or collaboration. Areas of cooperation may include but would not be limited to the following:

- Academic affairs
- Admissions
- Career preparation
- Centers for teaching and learning
- Experiential learning
- Information technology
- Purchasing offices
- Registrars
- Service-learning and community engagement
- Speakers' series
- Study abroad and study away

The above goals will be accomplished by undertaking the following activities:

- Each president from member institutions will appoint at least one delegate from the campus.
- Delegates will select a chair or co-chairs from among the appointees to serve a term of three years
- Delegates will convene four times per year to identify areas for collaboration, information exchange, or collective action

- Delegates will invite representatives from the selected areas of emphasis (e.g., information technology, centers for teaching and learning) as dictated by the needs and interests of the various campuses
- Representatives from areas of emphasis will share information at a designated meeting and may establish areas for further mutual collaboration
- Representatives should establish memorandums of understanding regarding areas of collaboration as needed between and among BACHE campuses and inform BACHE delegates of these agreements
- Programs or initiatives that benefit all campuses will be designated as BACHE programs and should be included as addendums to this overall agreement; BACHE programs will be subject to review on a regular basis by BACHE delegates

Current and ongoing areas of collaboration regarded as BACHE programs include: 1) the course exchange program, currently facilitated by the office of registrars on each campus; 2) the library exchange, currently facilitated by library directors and circulation desks and expanded to include community colleges in the Birmingham area; and 3) the BACHE Visiting Writers and Creative Artists Series, currently coordinated by informal appointees from each campus. Memorandums of understanding may be established as needed for areas of collaboration and included as addendums to this BACHE MOU. MOUs for these specific BACHE Programs will be considered addendums to this general BACHE agreement unless an ad hoc agreement will suffice by mutual consent. Any addendums must also be reviewed by the presidents prior to implementation and must otherwise conform to each institution's policies and procedures.

Reporting

Delegates will serve as the governing board of BACHE and will report annually in June to the presidents regarding meetings and activities. Presidents maintain ultimate authority over member institution participation. Delegates are responsible for review of BACHE programs as described in individual BACHE Program MOUs. BACHE programs should be reviewed at least every three years to ensure program efficacy unless more frequent review is stipulated in the BACHE program MOU.

Funding

This MOU is not a commitment of funds. However, BACHE addendum agreements may commit participating institutions to financial obligations; such agreements are subject to review by the BACHE delegates as well as to each institution's policies and procedures. At the time of this renewed BACHE MOU, participating institutions pay \$3,000 in support of the BACHE Visiting Writers Series. These dues are collected annually and used to support honorariums, travel expenses, and other costs related to the BACHE Visiting Writers' Series.

Duration

This MOU is at-will and may be amended by mutual consent of authorized representatives from BSC, Miles, Samford, UAB, or Montevallo and is subject to a five-year review cycle. Any institution may terminate its participation under this agreement at any time upon written notice to the other participating institutions. This MOU shall become effective upon signature by authorized representatives of each participating institution. This MOU shall end on May 31, 2025.

The provost or vice president of academic affairs of each participating institution may serve as the authorized signatory of each institution for the purposes of renewal of this BACHE MOU.

Contact Information

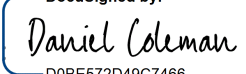
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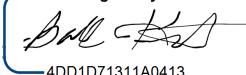
Miles College
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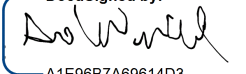
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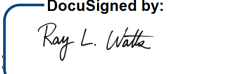
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Addendum 1: Birmingham Area Inter-Institutional Cooperative Agreement for Library Services

Background

Shared access to library resources is one fully realized area of the expanded 1997 BACHE Memorandum of Understanding (MOU). This program has been maintained through mutual coordination among library directors. An agreement among library directors dated December 17, 2012 for the Birmingham Area Inter-Institutional Cooperative Agreement for Library Services includes as parties the members of the BACHE consortium (Birmingham-Southern College, Miles College, Samford University, the University of Alabama at Birmingham, and the University of Montevallo) as well as two regional community colleges: Jefferson State Community College and Lawson State Community College.

Purpose

By means of this agreement, deans of libraries and library directors of Birmingham-area higher education institutions, namely Birmingham-Southern College, Miles College, Samford University, Jefferson State Community College, The University of Alabama at Birmingham, Lawson State Community College, and the University of Montevallo, reaffirm and reestablish a cooperative agreement for library services. Lending libraries at these institutions agree to extend library privileges to students, faculty and staff currently matriculating or employed at institutions participating in this agreement.

The above goals will be accomplished by undertaking the following activities:

1. Deans of libraries and library directors shall serve as the primary point of contact on each campus regarding library privileges considered under this agreement.
2. Each library shall retain authority to establish its own policies regarding patron usage of library materials, services, and facilities. If there are special policies that apply to BACHE patrons, those policies should be published or made available to patrons from other institutions.
3. Students, faculty and staff who wish to borrow materials from a participating library shall provide valid institutional identification and a current driver's license or other government issued picture ID.
4. Individual patrons will be required to abide by the policies of the lending library and will be responsible for all materials borrowed. Borrowing libraries agree to assist the lending library in recovery of overdue, damaged, or lost materials by users of record affiliated with the borrowing library institution.
5. Each library has the right to revoke library privileges from patrons violating any policies or procedures.

Reporting

Deans of libraries and library directors report as requested to BACHE delegates, no less than once every three years as stipulated in the BACHE MOU. Institutions participating in the Birmingham Area Inter-

Institutional Cooperative Agreement for Library Services, but not formal members of BACHE, are not accountable to BACHE delegates; these members remain subject to other terms stipulated in this agreement. Presidents maintain ultimate authority over member institution participation in both BACHE and the Birmingham Area Inter-Institutional Cooperative Agreement for Library Services. BACHE delegates may request information concerning frequency of use by patrons representing other institutions and any impact this agreement has on library or other institutional resources. Other information may be requested from BACHE delegates as needed.

Funding

The Birmingham Area Inter-Institutional Cooperative Agreement for Library Services is not a commitment of funds.

Duration

The Birmingham Area Inter-Institutional Cooperative Agreement for Library Services may be amended by writing signed by authorized representatives (i.e., Presidents or library directors or deans of libraries) of BSC, Miles, Samford, UAB, and Montevallo, and authorized representatives from Jefferson State or Lawson State. Any institution may terminate its participation under this agreement at any time upon written notice to the other participating institutions. This agreement is subject to a five-year renewal cycle in accordance with the overarching BACHE MOU. This agreement shall become effective upon signature by authorized representatives of all participating institutions. This agreement shall end on May 31, 2025.

The provost or vice president of academic affairs of each participating institution may serve as the authorized signatory of each institution for the purposes of renewal of this addendum.

Contact Information

Birmingham-Southern College
900 Arkadelphia Road
Birmingham, Alabama 35254
800.523.5793

Date: 3/2/2021
Signature: *Tiffany Norris*
Tiffany Norris
Library Director
C.A. Rush Learning Center/N.E. Miles Library

Jefferson State Community College
4600 Valleydale Rd
Birmingham, AL 35242
205.983.5911

Date: 3/1/2021
Signature: *Barbara Goss*
Barbara Goss
Director of Library
Community College Learning Resource Center

Lawson State Community College
3060 Wilson Rd SW
Birmingham, AL 35221
205.925.2515

Date: 3/2/2021
Signature: *Julie Kennedy*
Julie Kennedy
Director of Library and Media Services
Community College Learning Resource Center

Miles College
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205.929.1000

Date: 3/2/2021
Signature: *Shirley Epps*
Shirley Epps
Director
The Kirkendoll Learning Resources Center

Samford University
800 Lakeshore Drive
Birmingham, Alabama 35229
205.726.2011

Date: 3/2/2021
Signature: *Kimmetha Herndon*
Kimmetha Herndon
Librarian and Dean
Harwell Goodwin Davis Library

The University of Alabama at Birmingham
1720 2nd Ave South
Birmingham, Alabama 35294
205.934.4011

Date: 3/2/2021
Signature: *Kasia Gonnerman*
Kasia Gonnerman
Dean of University Libraries
Mervyn H. Sterne Library

The University of Montevallo
75 College Dr, Montevallo, Alabama 35115
205.665.6000

Date: 3/1/2021
Signature: *Charlotte Ford*
Charlotte Ford
Library Director
Carmichael Library

Addendum 2: Cooperative Course Exchange Agreement

Background

The Cooperative Exchange Program was initially established in fall 1970 between the University of Alabama at Birmingham, Samford University, and Birmingham-Southern College. A few years later Miles College became party to the agreement and later Jefferson State Junior College (now Jefferson State Community College). The Cooperative Course Exchange Agreement was renewed in 1996 to include Birmingham-Southern, Miles College, Samford University, and the University of Alabama at Birmingham. At the date of this agreement, no formal document incorporating the University of Montevallo was identified for inclusion in the Cooperative Exchange Agreement, but it is presumed that Montevallo was incorporated into the Cooperative Course Exchange Agreement at the time of its induction into the BACHE program in 1997.

Purpose

Through this agreement, Birmingham-Southern College, Miles College, Samford University, the University of Alabama at Birmingham, and the University of Montevallo endorse a Cooperative Course Exchange Program. This program expands the educational opportunities for students at each of the member institutions by enabling students to enroll in courses at any of the member institutions and receive credit for the course as if enrolled at their home institution.

The above goal will be accomplished by undertaking the following activities:

1. **Campus Contact.** Campus registrars under the auspices of academic affairs shall serve as the primary point of contact on each campus regarding courses taken through this agreement.
2. **Eligibility.** To participate, students must be full time, regularly admitted, degree-seeking undergraduate students at a member institution. Any exceptions will require the approval of the chief academic officer of the home institution or his or her designated representative.

Only undergraduate courses can be taken through the Cooperative Course Exchange agreement.

3. **Registration.** Students must complete registration prior to the opening of a new term at both the "home" institution and the "host" institution.

Each student must have the written approval of an academic advisor and approval of the chief academic officer or his or her representative from the home institution.

Host institutions reserve the right to give preference to students matriculating at the host institution when registering visiting students for courses. Visiting students will be admitted to the host institution on a space-available basis.

Enrollment in a specific class gives a student access only to those facilities at the host institution needed to complete the requirements of that class.

Unless circumstances of a specific and justifiable nature warrant otherwise, students are limited to taking one course per academic term through the cooperative arrangement. Any exceptions will require the approval of the chief academic officer of the home institution or his or her designated representative.

4. **Credits.** So long as participating institutions maintain their accreditation status with The Southern Association of Colleges and Schools Commission on Colleges (SACS COC), courses taken at the host institution will be treated as though they were taken at the home institution and will not be treated as transfer credit. Institutions will share faculty credential data as needed to verify faculty qualifications for instruction of specific courses.
5. **Costs.** There will be no additional cost to students participating in the Cooperative Course Exchange Program except for associated laboratory or other special fees.
6. **Regulations.** In addition to observing the regulations of their home institution, students will observe all regulations in effect at the host institution during the term in which they are enrolled for a course at the host institution.

Students must follow the procedures and deadlines outlined in the host institution's regulations if they wish to withdraw from a course at the host institution, although the actual withdrawal will be conducted through the registrar's office of the home institution.

Students enrolling for courses at Birmingham-Southern College or Samford University will be required to sign a pledge to observe the respective Honor Code of such institution.

Any questions about an assigned grade will be resolved according to the policies in effect at the host institution.

Reporting

Registrars report as requested to BACHE delegates, no less than once every three years as stipulated in the overarching BACHE MOU. Presidents maintain ultimate authority over member institution participation in both BACHE and the Cooperative Course Exchange Agreement. BACHE delegates may request information regarding the frequency of visiting and hosted students at each institution, the specific courses taken, and any impacts participation in course exchanges has had on campus resources, course offerings, program offerings, and other campus programming. Other information may be requested from BACHE delegates as needed.

Funding

The Cooperative Course Exchange Agreement is not a commitment of funds.

Duration

This Cooperative Course Exchange Agreement may be modified by a writing signed by authorized representatives (i.e., Presidents and Registrars) of BSC, Miles, Samford, UAB, and Montevallo. This agreement is subject to a five-year renewal cycle in accordance with the overarching BACHE MOU. Any institution may terminate its participation under this agreement at any time upon written notice to the

other participating institutions. This Cooperative Exchange Agreement shall become effective upon signature by the authorized representatives of all participating institutions. This agreement shall end on May 31, 2025.

The provost or vice president of academic affairs of each participating institution may serve as the authorized signatory of each institution for the purposes of renewal of this addendum.

Contact Information

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800.523.5793

Date: 3/1/2021
Signature: *Amy C. Smith*
Amy Smith
Registrar, Birmingham-Southern College

Miles College
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Date: 2/24/2021
Signature: *Joyce Dugan Wood*
Joyce Dugan Wood
Registrar, Miles College

Samford University
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Date: 2/26/2021
Signature: *Nancy Biggio*
Nancy Biggio
Interim Registrar, Samford University

The University of Alabama at Birmingham
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Date: 2/24/2021
Signature: *Cynthia Terry*
Cynthia Terry
Registrar, University of Alabama at Birmingham

The University of Montevallo
75 College Dr, Montevallo, Alabama 35115
205.665.6000

Date: 2/24/2021
Signature: *Amanda Jinney Fox*
Amanda Fox
Registrar, University of Montevallo

Addendum 3: BACHE Visiting Writers and Creative Artists Series Agreement

Background

The BACHE Visiting Writers and Creative Artists Series has operated as a well-established program among BACHE institutions for over 20 years. Each academic year, representatives from BACHE institutions select and invite esteemed authors to the Birmingham Area to share their work on BACHE campuses.

Purpose

Through this agreement, Birmingham-Southern College, Miles College, Samford University, the University of Alabama at Birmingham, and the University of Montevallo agree to participate in the BACHE Visiting Writers and Creative Artists Series. This program invites esteemed authors to visit each of the BACHE schools to conduct readings, visit classes, and interact with students, thus expanding the exposure of students to recognized and talented creative writers.

The above goals will be accomplished by undertaking the following activities:

- At the start of the academic year, the Chair or Co-Chairs of BACHE will invoice each institution a previously agreed upon fee to support travel, accommodations, speaker fees, and related expenses for visiting writers
- Chief academic officers or their designated representatives from each BACHE institution will appoint a campus coordinator for the Writers Series on each BACHE campus
- Coordinators will select a Chair or Co-chairs from among the coordinators to serve a term of three years
- Chair or Co-chair coordinator terms may be renewed by mutual agreement of the coordinators and by approval of the Chair's or Co-chairs' chief academic officer(s) or designee(s)
- Funds collected for the Writers and Creative Artists Series shall be used by coordinators to identify, invite, promote, and coordinate the campus visits for guest writers

Reporting

BACHE Visiting Writers Series coordinators will report annually in June to the BACHE representatives regarding program efficacy. Presidents maintain ultimate authority over member institution participation in the BACHE Visiting Writers Series. The annual report on the BACHE Visiting Writers Series should include the following information: 1) names and biographies of writers invited; 2) rationale for selection of writers; 3) number of events hosted on each campus; 3) a description and sample of promotional materials produced for each event; 4) number of attendees at each event; 5) a budget that accounts for all fees invoiced from member institutions and all expenditures related to the writers series; and 6) a summary reflection on the overall impact and quality of the speakers, events, and any other aspects of the program for the specified year. BACHE delegates may request additional information as needed.

Funding

The BACHE Visiting Writers Series Agreement commits member institutions to funds in support of the series. The agreed upon fee is \$3,000, paid annually to a designated institution who holds the funds in an account for use by the coordinators in accordance with the activities above and in compliance with any budgetary policies in force at the designated institution. By written agreement of the member institutions, they may suspend or reduce program funding for a single academic year for one or more such institutions for reasons related to financial hardship or other conditions that might hinder program operation. Temporary reductions should be consistent across institutions. Should suspension or reduction occur beyond one year in succession, member institutions should modify or terminate the agreement. Regardless, expenses incurred before funds are suspended or reduced must be paid in full. If no funds are available in the BACHE Writers' Series account at the time, each institution must equally share the cost to satisfy these outstanding payments.

Duration

This BACHE Visiting Writers Series Agreement may be modified in writing by authorized representatives (i.e., Presidents and Chief Academic Officers) of BSC, Miles, Samford, UAB, and Montevallo. Any institution may terminate its participation under this agreement at any time upon written notice to the other participating institutions. This agreement is subject to a five-year renewal cycle in accordance with the overarching BACHE MOU. This Agreement shall become effective upon signature by the authorized representatives of all of the participating institutions. This agreement shall end on May 31, 2025.

Contact Information

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Bradley Caskey
Vice President for Academic Affairs & Provost,
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Date: 2/24/2021
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Jarralynne Agee
Provost and Vice President of Academic Affairs,
Miles College

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Date: 2/25/2021
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Michael Hardin
Provost and Vice President, Samford University

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