Service Level Agreement
Between
Board of Regents of the University System of Georgia
and
University of West Georgia
for
eCore® Administration and Academic Coordination Program (the “Program”)

This Service Level Agreement is made and entered into effective July 1, 2013 by and between the Board of Regents of the University System of Georgia (“BOR”), and University of West Georgia (“Institution”).

WHEREAS, Institution possesses certain knowledge, skill, ability and expertise to perform certain functions and services; and

WHEREAS, Institution has proposed to perform certain services for the BOR; and

WHEREAS, the BOR desires to have the Institution perform such services on a nonexclusive basis; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

I. The BOR agrees to perform the services and/or obligations set forth on Exhibit A. Exhibit A is attached hereto and incorporated herein by reference.

II. The Institution agrees to perform the services and/or obligations set forth on Exhibit A.

III. A. If Institution fails to perform any of the services or any of its obligations hereunder during the term of this Agreement, then the BOR shall have the right immediately to terminate this Agreement with and for cause upon written notice to Institution and to recover damages caused by reason of the breach by Institution of its obligations to the extent authorized by Georgia law.
B. Either BOR or the Institution may terminate this Agreement without cause by giving written notice, in which event this Agreement shall be terminated at the end of the semester following the semester in which notification is received. For example, if notice is received during Fall semester, the agreement will terminate at the end of Spring semester.
C. Upon receipt of notice terminating the Agreement, the Institution shall: 1) discontinue all services affected (unless the notice directs otherwise) by the time specified and 2) deliver to the BOR all data, reports, summaries, and such other information and materials as well as equipment and software as may have been prepared for and/or accumulated by Institution in performing this agreement, whether completed or in progress.

IV. Notwithstanding any other provision of this Agreement, the parties hereto acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the state. In the event that the source of funds generated by the institution is insufficient with respect to the services to be provided under this Agreement, in the sole discretion of the BOR, then this Agreement shall terminate without further obligation of the BOR as of that moment. The certification by the BOR of the events stated above shall be conclusive.

V. The term of this Agreement shall be from July 1, 2013 to June 30, 2014. The Parties may, subject to mutual agreement, renew this Agreement for up to three (3) additional one (1) year terms by written renewal agreement setting forth the renewal term.
VI.

A. Time is of the essence of this Agreement.
B. This Agreement contains the entire understanding between the parties concerning its subject matter.
C. This Agreement may not be modified at anytime unless by mutual consent of the parties hereto.
D. BOR shall own the entire right, title and interest in and to the copyright in all projects and in and to all works based upon, derived from, or incorporating all projects including source code, text, graphics, audio, video, multimedia and animation produced by the University of West Georgia under this Agreement and in and to all rights corresponding to the foregoing throughout the world.

IN WITNESS WHEREOF, this Agreement is entered into on the date first above written.

UNIVERSITY OF WEST GEORGIA

Dr. Michael Horvath Date
VP for Academic Affairs & Provost

Dr. Melanie Clay Date
Associate Dean of Extended Degree Programs and USG eCore

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

Dr. Steve W. Wrigley Date
Executive Vice Chancellor

Dr. Linda Noble Date
Vice Chancellor for Faculty Affairs

FEI#: 58-6002055
Exhibit A.

I.

The BOR shall do or cause to be done the following:

A. Provide a base set of considerations under which the eCore Administration and Academic Coordination Program will operate. See Exhibit B. for identified considerations.

B. Convene meetings of the eCore sub-committee as requested by the Institution or members of the sub-committee or other appropriate personnel. The BOR will designate a primary BOR contact for the Institution with the eCore sub-committee.

II.

The Institution shall do or cause to be done the following (see attached proposal from the Institution for detailed specifics):

A. Establish and maintain an administrative and operational model consisting of three cost-centers; the administrative institution, student home institution(s), and faculty home institution(s).

B. Develop, implement and maintain administrative procedures to:
   a. Promote program growth through marketing campaigns.
   b. Develop new partnerships with USG institutions in support of eCore.
   c. Utilize the new cross-institutional registration system to effectively manage enrollment.
   d. Recruit, hire, train, support and assume responsibility for compensation processes all eCore faculty. Ensure that teaching faculty understand that the course content within each eCore course must be adhered to per signed faculty MOU. Evaluate faculty on a regular basis and be prepared to provide those evaluations to appropriate institution staff as requested.
   e. Collect, maintain and make available program data as requested by affiliate institutions and/or BOR staff.
   f. Provide all appropriate student services including but not limited to:
      i. Online bookstore
      ii. Student advising
      iii. Tutoring
      iv. Library
      v. Proctored exams – a minimum of one proctored exam of significant value is required for each eCore course

C. Develop, implement and maintain fiscal procedures to:
   a. Determine a tuition rate that will keep the eCore program self-supporting. Submit any requested tuition rate changes to BOR contact by January 10 of each year.
   b. Distribute funds in a manner that 40% go the administering intuition, 40% to the faculty home institution, and 20% to the student home institution beginning in Fall 2009.
   c. Establish an annual fiscal year budget and be prepared to present budget at an appropriate eCore sub-committee meeting for review if requested.

D. Develop, implement and maintain academic coordination procedures to:
   a. Identify, establish, publicize and maintain an eCore Academic Governance structure for both faculty and students.
   b. Maintain and revise the eCore courses with a regularly scheduled frequency. Develop strategies to ensure that modifications made by the USG Core Curriculum are implemented in these courses. Evaluate these courses on a regular basis with input from faculty and students.
c. Maintain and revise the eCore website with a regularly scheduled frequency with input as appropriate from the Advanced Learning Technologies unit of the Board of Regents Office of Information and Instructional Technology.

d. Be prepared to respond in a most timely fashion to administrator, faculty or student, issues, problems or requests for data or information.

E. Identify tactical and logistical limitations and, in consultation with the BOR, suggest alternative solutions.

F. Gain approval following defined processes prior to the development of any new courses or significant modifications to existing courses.

G. Be prepared to appear before the eCore sub-committee, as requested, for the purpose of providing a status report of the eCore program.

III.

Common Agreements

A. The Institution will provide office space, workstations, and routine operational and travel expenses for service personnel without reimbursement from BOR.

B. All parties to this Agreement shall not discriminate against any employee or applicant for employment on the basis of race, color, sex, religion, national origin, age, disability, or veteran status.

C. Work tasks may be modified by mutual agreement.

D. Individual projects may be changed or substituted by a written notice from the BOR to the appropriate Institutional unit.
EXHIBIT B.
eCore® Administration and Academic Coordination Program
Considerations

A. Use existing eCore® course templates, developed by teams of USG faculty, that provide consistent course structure and content.
B. House the eCore® course templates on the BOR Collaborative LMS instance.
C. Assume responsibility to maintain, correct, revise, and update the eCore® course templates from both a pedagogical and technological standpoint on a regular basis.
D. Devise and implement appropriate strategies to ensure that the eCore® incorporates modifications that may be made to the USG Core Curriculum.
E. Recruit and train all eCore® instructors.
F. Provide online student services similar to those found on campus; including but not limited to test proctoring, bookstore, and student advising.
G. Ensure that standard security practices are followed with regard to student information.
H. Respond to all eCore® related questions and issues from institutions and/or the BOR in a timely fashion. (Technical issues are routed through the BOR Vista Help Desk.)
I. Utilize the new cross-institutional registration system.
J. Conduct meetings with eCore® affiliate institutions as appropriate.
K. Maintain and update the eCore® administrative site in a timely fashion.
L. Update/revise the eCore® public web site on a regular basis.
M. Retain initially the current affiliate institutions in the new eCore® model proposal. Affiliates are institutions that have obtained approval by their faculty to offer credit for the entire electronic core.
N. Appear on an annual basis or as requested before the eCore® Subcommittee providing the committee with a status report of the eCore® Program. The eCore® Subcommittee is responsible to the Council on General Education to ensure that all courses are appropriate for the USG core.
O. Assume responsibility for growth and expansion of eCore®.